Terry Develop

RENOVATION OF COSTA BUILDING
CITY OF ATHENS, GEORGIA

PROPOSAL, CONTRACT BONDS & SPECIFICATIONS

ORIGIONAL

P R O P O S A L,

CONTRACT, BONDS AND SPECIFICATIONS

FOR

THE RENOVATION OF THE COSTA BUILDING

WASHINGTON STREET

ATHENS, GEORGIA

1973

MAYOR JULIUS F. BISHOP
Robert F. Thomas, Administrative Assistant
William T. Cook, Jr., Project Officer

COUNCIL MEMBERS:

Luther T. Bond	Paul J. Oeland
Edward L. Turner	Dwain P. Chambers
J. Comer Whitehead	Hugh R. Hale
Robert H. Kimbrell	W. Calvin Bridges
Joseph R. Hooten	Bryan Craft

City of Athens
Athens, Georgia

(Mailed to Contractors listed on back of this sheet)

ADDENDUM NO. 1

to

SPECIFICATIONS FOR THE RENOVATION OF THE COSTA BUILDING ON WASHINGTON STREET IN ATHENS, GEORGIA

for

THE CITY OF ATHENS, GEORGIA

October 2, 1973

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The following items shall be incorporated into the Drawings, Specifications and General Conditions, and shall become a part thereof:

General Conditions:

Item No. 1 - Paragraph 23(e) is amended to require Builder's Risk Insurance only on the improvements to the building made under this contract.

Drawings:

Item No. 2 - The drawing showing excavation and wall construction detail at the rear of the building indicates construction of a "10 inch block wall". Change the notation on the drawing to read "10 inch reinforced concrete wall".

Specifications:

Item No. 3 - Division 6 - Doors and Frames:
Add to subparagraph (A)(6) the following: The Contractor shall furnish and install door closers on all doors leading to stairwells. Such closers shall be Russwin #2800-3 or an equal.

ADVERTISEMENT FOR THE INVITATION TO BID ON THE RENOVATION OF THE COSTA BUILDING ON WASHINGTON STREET IN ATHENS, GEORGIA

Sealed proposals from General Contractors will be received by the Project Officer for the City of Athens, Georgia at the City Hall up to 2:00 p.m., Daylight Saving Time, on October 9, 1973, for all labor and materials required to renovate, in accordance with drawings and specifications, the Costa Building on Washington Street in Athens, Georgia.

Proposals will be publicly opened and read aloud at 2:00 p.m., Daylight Saving Time, on October 9, 1973, in the Conference Room, City Hall, Athens, Georgia.

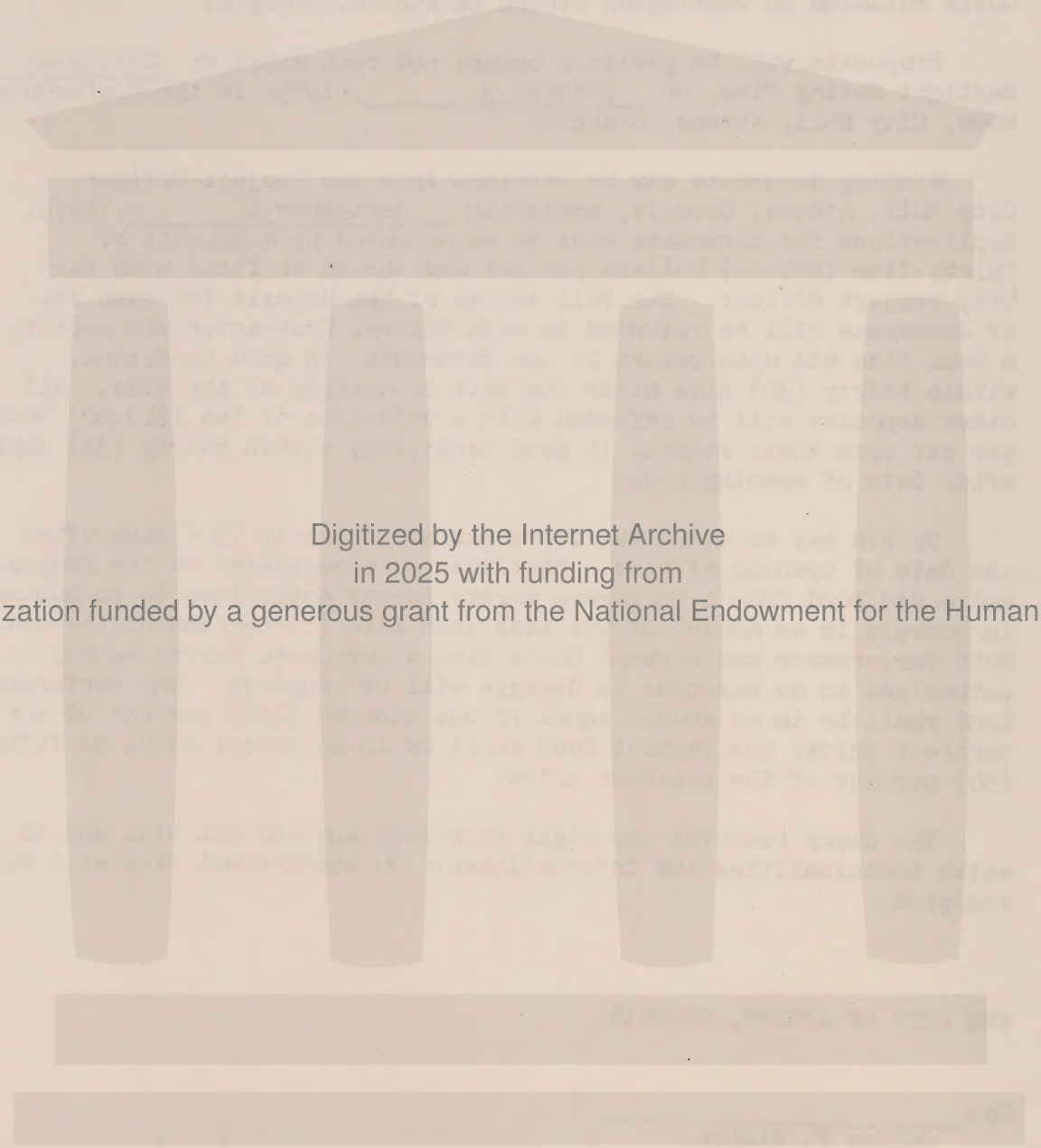
Bidding documents may be obtained from the Project Officer, City Hall, Athens, Georgia, beginning September 17, 1973. Applications for documents must be accompanied by a deposit of Thirty-five ($35.00) Dollars per set and should be filed with the City Project Officer. The full amount of the deposit for each set of documents will be refunded to each General Contractor who submits a bona fide bid upon return of the documents, in good condition, within thirty (30) days after the date of opening of the bids. All other deposits will be refunded with a deduction of Ten ($10.00) Dollars per set upon their return, in good condition, within thirty (30) days after date of opening bids.

No bid may be withdrawn for a period of thirty (30) days after the date of opening of bids. Bids must be accompanied by the Proposal and a Bid Bond from a corporate Surety Agency authorized to do business in Georgia in an amount of not less than five (5) percent of the bid. Both Performance and Payment Bonds from a corporate Surety Agency authorized to do business in Georgia will be required: The Performance Bond shall be in an amount equal to one hundred (100) percent of the contract price; the Payment Bond shall be in an amount equal to fifty (50) percent of the contract price.

The Owner reserves the right to reject any and all bids and to waive technicalities and informalities. No conditional bids will be accepted.

THE CITY OF ATHENS, GEORGIA

By: _____
Julius F. Bishop
Mayor



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P A R T S

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I. INFORMATION FOR BIDDERS

I. INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS:

The Mayor and Council of the City of Athens, Georgia, (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the City Hall until 2:00 p.m. DST, on October 9, 1973, and then at 2:00 p.m., DST, on October 9, 1973, publicly opened and read aloud in the Conference Room of the City Hall. The envelopes containing the bids must be sealed, addressed to Project Officer, City of Athens, at Athens, Georgia, and designated as Bid Proposal for Renovation of the Costa Building.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive technicalities and informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

2. PREPARATION OF BID:

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to The Project Officer, City Hall, Athens, Georgia.

3. SUBCONTRACTS:

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.

4. QUALIFICATIONS OF BIDDER:

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

5. BID SECURITY:

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 180 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of $50.00/day for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

8. CONDITIONS OF WORK:

Each bidder must inform himself fully of the conditions relating to the project. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

9. ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to the Project Officer at City Hall, Athens, Georgia, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such

addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract documents.

10. SECURITY FOR FAITHFUL PERFORMANCE:

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

11. POWER OF ATTORNEY:

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12. NOTICE OF SPECIAL CONDITIONS:

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

(a) Inspection and testing of materials.
(b) Insurance requirements.
(c) Stated allowances.

13. LAWS AND REGULATIONS:

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

14. OBLIGATION OF BIDDER:

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

II. GENERAL CONDITIONS

II. GENERAL CONDITIONS

1. CONTRACT AND CONTRACT DOCUMENTS:

The Plans, Drawings, Specifications, Contract Documents, and Addenda, hereinafter enumerated shall form a part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

2. DEFINITIONS:

The following terms as used in this contract are respectively defined as follows:

(a) "Contractor": A person, firm or corporation with whom the contract is made by the Owner.

(b) "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.

(c) "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any subcontractor.

(d) "Project Officer": Shall mean the Project Officer of the City of Athens.

3. MATERIALS, SERVICES AND FACILITIES:

(a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

(b) Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

4. CONTRACTOR'S TITLE TO MATERIALS:

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

5. INSPECTION AND TESTING OF MATERIALS:

(a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the contract.

(b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

6. "OR EQUAL" CLAUSE:

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design, will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Project Officer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Project Officer's written approval.

7. PATENTS:

(a) The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner.

(b) If the Contractor uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

8. SURVEYS, PERMITS, AND REGULATIONS:

Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of this contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

9. CONTRACTOR'S OBLIGATIONS:

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings, covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Project Officer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Project Officer and the Owner.

10. WEATHER CONDITIONS:

In the event of temporary suspension of work, or during inclement weather, or whenever the Project Officer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Project Officer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

11. PROTECTION OF WORK AND PROPERTY - EMERGENCY:

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representative.

In case of an emergency which threatens loss or injury or property and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Project Officer, in a diligent manner. He shall notify the Project Officer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Project Officer for approval.

Where the Contractor has not taken action but has notified the Project Officer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Project Officer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 14 of the General Conditions.

12. REPORTS, RECORDS AND DATA:

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

13. SUPERINTENDENCE BY CONTRACTOR:

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Project Officer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

14. CHANGES IN WORK:

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

(a) Unit bid prices previously approved.

(b) An agreed lump sum.

(c) The actual cost of:

1. Labor, including foremen;
2. Materials entering permanently into the work;
3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
4. Power and consumable supplies for the operation of power equipment;
5. Insurance;
6. Social Security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

(a) To unforeseeable cause beyond the control, and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

(b) To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsection (a) of this article:

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

16. CORRECTION OF WORK:

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Project Officer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Project Officer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Project Officer shall be equitable.

17. CLAIMS FOR EXTRA COSTS:

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Project Officer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 14 (c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

18. RIGHT OF OWNER TO TERMINATE CONTRACT:

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the contract; Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be lizble to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefor.

19. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES:

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

20. PAYMENTS TO CONTRACTOR:

(a) Not later than the 15th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the

preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract: Provided, that the Contractor shall submit his estimate not later than the first day of the month; Provided, further, that the Owner at any time after fifty percent (50%) of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full.

(b) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.

(d) Owner's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner, shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payment made in good faith.

21. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE:

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under this contract or the Performance and Payment Bond.

22. PAYMENTS BY CONTRACTOR:

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 7th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

23. INSURANCE:

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

(a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State law for all of his employees to be engaged in work at the site of the project under this contract and, in the case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

(b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in an amount not less than $200,000 for injuries, including accidental death to any one person and subject to the same limit for each person, in an amount of not less than $500,000, on account of one accident and Contractor's Property Damage Insurance in an amount not less than $100,000 per accident and $200,000 aggregate.

(c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public

Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amount specified in subparagraph (b) hereof, or (2) insure the activities of his subcontractors in his policy, specified in subparagraph (b) hereof.

(d) Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him.

(e) Builder's Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by the Owner, the Contractor is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, and subcontractors as their interests may appear.

(f) Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."

24. CONTRACT SECURITY:

The Contractor shall furnish a performance bond in an amount of at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a payment bond in an amount not less than fifty percent (50%) of the contract price or in a penal sum not less than that prescribed by State or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond will be in separate instruments.

25. ADDITIONAL OR SUBSTITUTE BOND:

If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

26. ASSIGNMENTS:

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due

or to become due under this contract, the instrument of assignments shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

27. MUTUAL RESPONSIBILITY OF CONTRACTORS:

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

28. SEPARATE CONTRACTS:

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Project Officer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

29. SUBCONTRACTING:

(a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

(b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.

(c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Condidions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.

(e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

30. PROJECT OFFICER'S AUTHORITY:

The Project Officer shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Project Officer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Project Officer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Project Officer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Project Officer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Project Officer.

31. USE OF PREMISES AND REMOVAL OF DEBRIS:

The Contractor expressly undertakes at his own expense:

(a) to take every precaution against injuries to persons or damage to property;

(b) to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;

(c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;

(d) to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

(e) before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;

(f) to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and not to cut or otherwise alter the work of any other Contractor.

32. GENERAL GUARANTY:

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for the damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

33. CONFLICTING CONDITIONS:

Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

34. NOTICE AND SERVICE THEREOF:

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

35. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

36. PROTECTION OF LIVES AND HEALTH:

In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

37. SUSPENSION OF WORK:

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor

shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

III. SPECIFICATIONS

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INDEX OF DIVISIONS

1. REMOVAL OF MATERIALS
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11. MASONRY
12. NEW STAIRS
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14. ACOUSTICAL TILE
15. RESILIENT TILE
16. PAINTING

1. REMOVAL OF MATERIALS:

Remove and clear from the premises:

(A) Partitions except those surrounding; the furnace room and adjacent storage areas in the basement; the stairs, and the elevator.

(B) Loose plaster and loose paint from the interior walls, ceilings, and supports.

(C) Cork insulation from walls and ceilings.

(D) Plumbing pipes, fixtures, boiler, hot water heater, and related fixtures.

(E) Wiring, panels, cables, and conduit.

(F) Wood flooring from areas designated for new concrete floors. (See Division 6 - Floors.)

2. EXCAVATION - REAR ENTRANCE:

Excavate and grade the area at the rear entrance to the levels and of the dimensions specified by drawings. (See Divisions 3 and 11 - Concrete Work and Masonry.)

3. CONCRETE WORK:

(A) GENERAL:

(1) Work described in this section includes formwork, reinforcing, mixing, and placing of ready-mix concrete for slabs on ground and retaining wall at rear of building, and replacement of all wood floors on the first floor.

(2) Concrete Code: In general, the recommendations of the Building Code Requirements for Reinforced Concrete, ACI Standard No. 318-63, shall be adhered to and considered standard procedure.

(B) PRODUCTS:

(1) Type of Concrete:

28-day strength: 3000 p.s.i.

Type: Building Code.

Slump Range: 3" plus or minus 1"

Weight: Regular

Air Entrained: Yes

(2) Curing compound shall meet the requirements of ASTM C-309-58 for "Liquid Membrane-Forming, Compounds for Curing Concrete."

(3) Metal reinforcing shall be deformed type bars, conforming to ASTM A305-65. Reinforcement shall be manufactured from new billet steel of domestic manufacture conforming to ASTM A615, Grade 60.

(4) Welded wire fabric or cold-drawn wire for concrete reinforcement shall conform to the requirements of ASTM A185.

(5) Wood Forms: Square edged No. 2 boards of Southern Pine or Douglas Fir, and plywood or metal.

(C) INSTALLATION:

(1) Forms: Construct to conform to the shape, lines, grades, and dimensions indicated on the drawings. Make forms substantial and sufficiently tight to prevent leakage of mortar and properly braced or tied together to maintain position and shape. Forms shall not deflect under the dead load weight of the liquid concrete of construction loads.

(2) Reinforcement:

(a) Metal reinforcement shall be protected by concrete cover. The thickness of concrete over the reinforcement shall be as follows:

Slabs	1" clear to top
Wall	3" clear to sides and bottom 2" clear to top

(b) Install wire mesh reinforcing in top of concrete slabs on ground. Lap all joints 6" and extend mesh to within 1" of sides and ends of slabs.

(c) Before concrete is placed, and after sufficient notice, the Project Officer shall have sufficient opportunity to inspect and pass upon the placement of reinforcing steel.

(3) Placing of concrete shall be by such means as will prevent segregation of mix. When a truck mixer is

employed, mixture shall be discharged within one hour of initial mixing. No concrete shall be placed which has been discharged from mixer truck more than 30 minutes.

(4) Vibrators of the internal type shall be used to mechanically vibrate concrete while being placed. Particular attention shall be given the vibrating of concrete to insure a dense, homogeneous mass free of air bubbles and honeycombing; however, care shall be taken not to separate materials by excessive vibrating. Vibrator shall not be used as a transporting facility.

(5) Curing Concrete: To prevent shrinkage cracks and to assure dense concrete, special care shall be taken in curing concrete as follows:

(a) Curing Concrete Slabs: Concrete slabs shall be cured by keeping the concrete continuously wet for a period of at least 7 days after concrete has been placed or by completely covering the slab with liquid curing compound, at Contractor's option.

(b) Curing Compound: If curing compound method is selected, apply compound immediately following the slab finishing. Apply curing compound in accordance with manufacturer's recommendations, covering all surfaces of slabs.

(6) Slab Finishes: Concrete slabs shall be screeded at elevations indicated and worked with a wood float until compact and free from depressions or inequalities of any kind. Screed, float, and trowel all poured concrete slabs to proper level and elevations with maximum tolerance of 1/8 inch to 10 feet. Slab level tolerance of 1/8 inch in 10 feet shall not vary in any direction when tested with a 10-foot straightedge. Drying of surface moisture before troweling shall proceed naturally and shall not be hastened by dusting on of dry sand or cement.

(a) Steel Trowel finish shall be provided for all interior slabs receiving floor covering or to be exposed. After concrete has hardened sufficiently to prevent fine material from working to the top, it shall be steel troweled, but extra working shall be avoided. Troweling shall not be begun until all surface water has disappeared. Floors receiving finish floor covering by other trades shall be acceptable to those subcontractors.

(b) Fine broom finish shall be provided for entrance slabs. Before concrete has taken final set, it shall be neatly broomed with a stiff brush or fine broom.

4. WATERPROOFING - DOWNSPOUTS:

(A) The following work (Items (A) (1) through (A) (8) of this Division) will be done under a separate contract.

(1) Clean all outside masonry surfaces.

(2) Repair all broken or missing concrete in exposed concrete areas on the exterior of the building.

(3) Apply one coat of masonry coating to the entire outside north and entire outside west elevation.

(4) Replace missing or broken brick.

(5) Cut out and caulk all: Concrete to brick joints, limestone to limestone joints, and limestone to brick joints.

(6) Cut out and caulk all lintel and lintel extensions, installing weep holes 16" on center.

(7) Reinforce all parapet walls and base flashings.

(8) Apply transparent waterproofing to all masonry surfaces.

(B) Remove all roof covering deck. Install a 5-ply built-up roof on all roof area with 400# gravel to each 100 sq. ft. The Contractor shall furnish direct to the Owner a written guarantee agreeing to repair all leaks, defects, or damage resulting from this work for a period of two years from the date of acceptance by the Owner.

NOTE: There will be erected on the roof an 80-foot antenna. (This will be done under a separate contract.)
Before the new roof is installed, the antenna base and 3 guy wire anchors must be installed. The base and

anchors will be furnished by the Owner and the locations shall be obtained from the Project Officer. A conduit will penetrate the roof near the base for the antenna cable.

(See Division 8, Electrical Work.)

5. WINDOWS:

(A) BASEMENT METAL WINDOW SASHES, FRAMES, AND TRIM - EAST WALL: Scrape, clean, and remove all loose putty. Replace cracked or broken glass and reglaze all new panes and those where loose putty was removed. Paint inside and outside surfaces.

(B) Remove windows from openings to be bricked up as designated on plans.

(C) Replacement of all other windows will be done under a separate contract.

Reference: Division 11, Masonry, and Division 16, Painting.

6. FLOORS:

(A) Concrete Surfaces: Remove elevated portions of floor on 2nd and 3rd floors (old restroom areas).

Fill and level all floor areas (except as noted below) with a concrete adhesive mix. Filling and leveling shall be done after the installation of partitions. Any difference in floor levels shall be sloped at thresholds. Use a cement mix which includes a Bonding Adhesive--Bonsal or equivalent product, mixed and applied in accordance with manufacturer's instructions. The finished surfaces of these floors shall conform to the specifications in Division 3, Concrete Work, Paragraph (C) (6) (2) (b) entitled, "Slab Finishes."

(Note: The slope in the basement hall at the stairs and elevator shaft will remain as is.)

(B) Wood Surfaces:

(1) Radio Room and Restroom Area on First Floor:

Pour a suspended concrete floor where the wood floor was removed. (Ref.: Divisions 1 and 3) Contractor shall submit plans and details for this floor to the Project Officer and shall proceed on it after approval of the Project Officer.

(2) Area in N.W. Corner of First Floor (approximately 20' x 33'):

Pour a suspended concrete floor where the wood floor was removed. (Ref.: Divisions 1 and 3) Contractor shall submit plans and details for this floor to the

Project Officer and shall proceed on it after written approval of the Project Officer.

7. DOORS AND FRAMES:

(A) DOORS:

(1) Front Entrances (2) and Rear Entrance: These will be furnished and installed under a separate contract.

(2) Internal Doors shall be 1-3/4" x 36" x 6' 8" (solid core or hollow core as shown on plans) constructed of Luan Mahogany.

(3) Roof House Door: Repair and Weatherstrip.

(4) Install a louvered 1-3/8" Luan Mahogany door to the air conditioning equipment room in basement. Because of the existing opening, this door may be set in standard wood frame with standard jamb, facing, etc.

(5) Locks: Use Kwikset "400 Line" locksets, or equal, for all interior doors. Additionally, install Kwikset Deadlock, or equal, on following doors:

3 in Chief Police Office,

1 in Records (Computer).

Master Key schedule will be furnished by Project Officer.

(6) Contractor shall furnish and install all hardware for all doors to meet minimum requirements of Fed. Spec. #160. Hardware shall be furnished with all necessary screws, bolts, and other fastenings of suitable size and type to anchor the hardware in position for heavy use and long life, and shall be left in perfect working order as outlined in the manufacturer's recommendations.

8. ELECTRICAL WORK:

(A) GENERAL: The installation of electric wiring and equipment shall comply with all local laws applying to electrical installations in effect and with the regulations of the National Electrical Code and the Georgia Power Company. The Contractor shall obtain all permits required, and after completion of the work shall furnish to the Project Officer a certificate of final inspection.

(B) STANDARDS FOR MATERIALS AND WORKMANSHIP: All materials shall be new and shall be listed by the Underwriters' Laboratories, Inc., as conforming to its standards in every case where such a standard has been established for the particular type of material in question. All work shall be executed in a workmanlike manner and shall present a neat and mechanical appearance when completed.

(C) GUARANTY: The Contractor shall leave the electrical system in proper order and, without additional charge, replace any work or material which develops defects, except from ordinary wear and tear, within one year from the date of the final certificate of approval.

(D) SCOPE: The work to be done under these specifications shall include the furnishing of all labor and material required to complete the installation of all electrical lighting fixtures, switches, convenience outlets, including wiring and controls to emergency generator; heating and air conditioning equipment; lights, vent fan; conduit for telephone; alarm system, antenna cable, and any other electrical equipment that may be shown on plans and drawings.

(E) TYPE OF WIRING: Interior wiring shall be non-metallic sheathed cable when not in conduit, minimum size No. 12, copper or copper-covered conductors. No exposed wiring shall be installed except in unfinished spaces.

(F) SERVICE CONDUCTORS AND FEEDERS: Shall be installed as shown on the drawing included in this specification. The Contractor shall determine from Georgia Power the type and location of service entrance and feeders.

(G) THE WIRING LAYOUTS are schematic and, except where dimensions are shown, are not intended to show the exact locations of runs or wiring. The Contractor shall refer to the plans and details for dimensions and shall fit his work to conform to the details of the building construction, properly coordinated with the work of other trades.

(H) CONDUITS:

(1) All wiring shall be installed in conduit unless otherwise specified herein. All conduit shall conform to the standards of the Underwriters' Laboratories, Inc.

(2) Except where terminating in a threaded hub fitting, all conduits shall terminate in outlet boxes, junction boxes, pull boxes, cabinets, etc., with one locknut installed outside the box and locknut and a bushing inside the box. The locknuts shall

be tight to make both a mechanical and electrical connection. Bushings for all rigid conduit shall be O.A. Manufacturing Co., Type B insulating and bushing, and shall be grounding type where required.

(3) EMT couplings and box connectors shall be compression type, all steel, rain tight and concrete tight, as manufactured by Appleton, Steel City, or T & B.

(4) Ends of conduit shall be sufficiently plugged or covered during construction to prevent mortar, concrete, etc., from entering.

(5) No lubricants other than powdered soapstone or soapstone products shall be used to facilitate the pulling of wires. Lubricants shall be used on all feeder cables as otherwise required.

(I) OUTLETS AND WALL SWITCHES: Lighting outlets, convenience outlets, and wall switches shall be installed where directed. All outlets and switches shall be accurately located. Wall switches shall be located four feet above the floor. Convenience outlets shall be 18" above the floor, except as indicated otherwise on the drawings. Contractor shall specifically verify all door swings and install all lighting switches as approved. Boxes for fixtures and devices shall be securely attached to the building structure, using wood screws for wood construction, expansion bolts for concrete, and bolts or

clamps for steel construction. Boxes set in concrete shall be secured in place with cement mortar.

(J) MATERIALS: Wall switches shall be a silent type. Convenience outlet receptacles shall be grounding type, duplex plug receptacles, designed to handle either parallel blade or grounding type attachment caps. Switch and receptacle plates shall be ivory or brown plastic.

(K) WIRING FOR HEATING AND AIR CONDITIONING SYSTEM: The Electrical Contractor shall provide power wiring to equipment locations. The Heating and Air Conditioning Contractor will make final connections to the equipment and will install thermostat wiring.

(L) CONDUIT FOR TELEPHONE, ALARM SYSTEM, AND ANTENNA CABLE: This Contractor is to install correct size and type conduit for telephones, alarm system, and antenna cable from locations in each room as shown on plan to the service entrance (in the case of the antenna cable, to the antenna base on the roof). The Contractor shall determine from the Service Company involved the locations of the service entrance and other feeder panels. The conduit is to have a pull wire installed for later use.

9. PLUMBING:

(A) CODES AND ORDINANCES: The installation of the plumbing system shall conform in every respect to all applicable local plumbing codes, ordinances and regulations.

(B) EXCAVATING AND BACKFILLING: Excavating and backfilling necessary for the installation of underground piping shall be done by the Plumbing Contractor.

(C) CUTTING, PATCHING, CHASES, ETC.: The Plumbing Contractor shall specifically inform the General Contractor of the size and location of all chases, openings, supports, etc., which his work may require, and the General Contractor shall be responsible for the construction of same. He shall do all necessary cutting for installation of pipes, avoiding cutting wherever possible, but in no case cutting supporting members of construction.

(D) TESTS: This Contractor shall make all tests as called for in the presence of the Project Officer. Any leaks that may appear shall be repaired by the Contractor without extra charge, and the tests repeated until the piping is shown to be perfectly tight.

(E) CAST IRON PIPE: Cast iron pipe shall conform to ASTM Spec. A-74 and shall be coated; "extra heavy" for all underground work (where necessary), and "service" weight for all other work. Cast iron pipe and fittings shall be used for all soil, waste, and vent piping unless otherwise specified.

(F) JOINTS IN CAST IRON PIPE: Joints in cast iron pipe shall be firmly packed with oakum or hemp; run with lead, flush with the hub, using about 1 pound of lead to each inch of diameter of pipe, and caulked.

(G) WATER PIPING: Water piping shall be Chase or Streamline copper tubing Type L for underground piping (where necessary), and Type M hard temper for piping above ground. Copper tubing shall be assembled with Chase or Streamline solder type copper or brass fittings. Solder and flux shall be the types recommended by the fitting manufacturer for plumbing services; solder shall contain not less than 50% tin.

(H) SEWER: Connect building sewer to street sewer.

(I) SOIL, WASTE & VENT PIPING: Soil, waste and vent piping shall be of sizes required by code. All offsets shall be made at an angle of not less than 45 degrees to the horizontal. All turns shall be made with large bends and all branches with Y's. Pipe stacks shall be firmly supported at the base in an approved manner, and elsewhere on approved iron pipe hangers.

(J) CLEANOUTS: Readily accessible cleanouts shall be placed on all horizontal lines, at the base of all risers, and where required by code.

(K) FLASHING OF VENT PIPES: Where vent pipes pass through the roof, the joints shall be made watertight with approved special flashings or sleeves of 6 lb. sheet lead enclosing the pipe on all sides. Vents shall not be located on outside walls of the building.

(L) WATER SUPPLY PIPING: Contractor shall furnish and install a 2" water supply pipe from the street to the basement, first, second and third floors. Separate 1" line shall be installed from the 2" main to the water heater and to each fixture.

(M) VALVES: Valves, except at fixtures or where otherwise specified, shall be polished cast brass valves of the full size of the pipes they control. At the base of each riser of water pipe there shall be a compression stop and drain valves. All valves shall be located in accessible places.

(N) FIXTURES: Brand names are Kohler products. Use these products or an equal quality product.

(1) WATER CLOSETS:

#K4282ET Bowl w/1-1/2" top spud

#50E Sperzel White Open Front Seat YB Sloan Royal Flush Valve.

#115 YB Sloan Royal Flush Valve

#K-4562 Bolt Caps

(2) WALL HUNG LAVATORIES:

#K-2861 19 x 17 Kohler Lavatory.

#K-7404-T Kohler Lavatory Fitting.

#K-7715 1¼" Kohler Waste Fitting.

#R-1912A Brasscraft Lavatory Supplies w/Swt. Stops.

#10-1-D-1¼" CS&B Co. "P" Trap.

(3) COUNTERTOP LAVATORIES:

#K-2904 19¾ x 16¾ Kohler Lavatory.

#K-7404-T Kohler Lavatory Fitting.

#K-7715 1¼" Kohler Waste Fitting.

#R1912A Brasscraft Lavatory Supplies w/Swt. stops.

#10-1-D 1¼" CS&B Co. "P" Trap.

(4) URINALS:

#K-5014-T Kohler Unrinal.

#180YVYB "Royal" Flush Valve.

(5) SHOWER STALLS:

#K-1436 Kohler Shower Stall.

#K-9130 Kohler Shower Strainer.

#K-7226-T Kohler Shower Valve.

#F-28 Tub-Master Shower Door.

(6) ELECTRIC WATER COOLERS:

#WM8A Halsey Taylor Electric Water Cooler.

#10-1-D 1¼" CS&B Co. "P" Trap.

(7) SERVICE SINK:

#K-6716 22' x 18" w/Rim Guard.

#K-6673 3" Trap Standard w/Strainer.

#K-8906 Service Sink Fitting.

(8) WATER HEATER:

#KEN80D Smith Electric Water Heater 4500/4500

#10XL Watts T & P Valve

(9) LIQUID SOAP DISPENSER:

20 g. metal w/glass container -
1 for each lavatory -
Allow $23.94 each

(10) TOILET PAPER HOLDER:

Chrome plated - 1 for each water closet.
Allow $7.65 each.

(11) MIRROR:

Stainless steel rim - theftproof fastener
1 for each lavatory - allow $26.60 each

(12) PAPER TOWEL DISPENSER:

White enamel - 1 for each restroom.
Allow $6.33 each

(13) FLOOR DRAINS:

2" Richmond, w/adjustable strainer,
w/18" coppertone pan

10. HEATING, VENTILATING AND AIR CONDITIONING:

This division and the accompanying drawings cover furnishing all plant, labor, equipment, appliances and materials, and in performing all operations in connection with the installation of a complete air conditioning and heating system. System shall be complete in all respects including all of the incidental items necessary but not specified.

(A) EQUIPMENT, MATERIALS, BID BASIS:

(1) Manufacturer's names, model numbers, as specified herein are for the purpose of describing type, capacity, function, and quality of the equipment and material to be used.

(2) Unless "or equal" is specifically stated, bids shall be based on the equipment named in the specifications or on the drawings.

(3) Alternate prices may be submitted, showing the amount of deduct to bid, for using equipment by manufacturers other than specified.

(4) "Equal product" and "or equal" items listed shall conform to specified base items and shall substantially equal in weight, construction, capacities.

(B) INSTALLATION - GENERAL:

(1) All equipment and materials shall be completely installed, adjusted, complete with all accessories and connections.

(2) Piping and equipment shall fit into spaces provided in the building and shall be installed at such times and in such a manner as to avoid damage to the building and as required by the job progress. Contractor shall coordinate work with other trades and locate work covered herein to avoid undue interferences with structural, electrical, or architectural

work. Equipment, accessories and similar items requiring normal servicing or maintenance shall be easily accessible.

(3) Contractor shall coordinate work so that structural work is properly installed to accommodate work under this section.

(4) Installation shall be in accordance with ASHRAE Guide and manufacturer's recommendations.

(C) GUARANTEE:

(1) Nothing herein contained shall be construed as to relieve the Contractor of the responsibility of making a first-class and workmanlike installation in every respect. Should any defect develop due to faulty workmanship or materials during a period of one (1) year from date of acceptance by the Owner, the Contractor shall replace or repair and make good without additional cost to the Owner.

(2) Standard manufacturer's guarantees or warrantees in excess of period stated above, shall be secured and delivered to the Owner.

(D) EQUIPMENT AND MATERIAL PROTECTION:

(1) During construction all equipment shall be properly protected against damage, defacing, and freezing, by the use of shipping cartons, plastic sheeting, or other appropriate means.

(2) All open ends of piping, ducts, equipment, shall be sealed with nipples and caps, plugs, covers, until connection to system is made.

(E) FOUNDATIONS, SUPPORTS & SUPPLEMENTARY STEEL:

All concrete foundations and all supplementary supporting steel, required for equipment shall be furnished and installed.

(F) INSTRUCTIONS & DIAGRAMS:

(1) Contractor shall prepare three (3) instruction manuals covering installation, operation, and maintenance of the equipment and piping system. Manuals shall contain copies of all manufacturer's drawings, pamphlets, data, parts lists, instructions. These neatly bound manuals shall be turned over to the Owner prior to acceptance of the job.

(2) Contractor shall provide the services of a skilled technician to instruct the building operator in the proper operation and maintenance of all systems.

(G) SHOP DRAWINGS:

(1) Within four weeks after award of the contract, the Contractor shall submit five (5) copies of shop drawings in brochure form for approval. Each brochure shall contain one copy of all submittal data. Submittals shall include manufacturer's recommendations for installation.

(2) All literature shall clearly indicate the specified model number, dimensions, arrangement, ratings, and characteristics of the proposed equipment. Capacities and ratings shall be based on conditions indicated or specified herein. Any deviations from specified material or equipment shall be clearly noted in red.

(3) Should any equipment furnished by Contractor differ radically from base bid items indicated or specified herein, and which may require added cost to other trades, it shall be the Contractor's responsibility to assume the extra cost involved.

(H) ELECTRICAL WORK:

(1) Except as otherwise specified or noted, electrical equipment shall be as specified herein.

(2) Motor controls, system controls, starters, pilot lights, push buttons, etc., shall be furnished by the Contractor complete as a part of the motor or apparatus which it operates. Electrical equipment shall be ordered and wired for the voltage as shown on the Electrical Plans.

(3) Motors shall be standard NEMA continuous duty type. Each motor shall have ample capacity to drive the equipment to which it is connected, at its full load capacity without loading the motor beyond its nameplate rating. All motors shall have overload protection.

(4) Starters shall be Allen-Bradley as specified herein. Starters for motors 1/3 HP and smaller shall be manual type AB Bulletin 600; for 1/2 HP and larger, magnetic type, AB Bulletin 709. Starters for motors with remote or automatic control, shall be magnetic type. Relays, interlocks, and auxiliary contacts, shall be provided as specified and required.

(5) Motor controls shall be either "Hand-Off-Auto" switches AB Bulletin 800 or "On-Off" push button switches with pilot light. AB Bulletin 800 "Hand-Off-Auto" switches shall be provided for automatically controlled apparatus.

(6) Motor starters not an integral part of equipment shall be installed under Electrical. Disconnect switches shall be provided and installed by Electrical Contractor. (See Division 8 - Electrical Work.)

(7) This Contractor shall provide all system controls, line and low voltage control and interlock wiring. Thermostats shall be furnished to operate the air conditioning units by the unit manufacturer and will be installed by the Contractor where shown on the plans. Thermostats will be the autmoatic changeover type for 24 volt operation.

(8) All starters, control devices, shall be surface mounted type when installed in concealed areas. Flush mount when in public areas.

(9) All starters for three (3) phase equipment shall have overload devices in all three phases.

(10) Equal products of Westinghouse, General Electric, Square D, Cutler-Hammer will be acceptable.

(I) SYSTEM CONTROL AND ALARM PANEL:

(1) Contractor shall furnish and install a factory assembled system control and alarm panel by the Singer Company, or an equal system control, to:

(a) Control the means of adding supplemental heat to the closed loop.

(b) Control the operation of a closed loop evaporative cooler in stages in response to loop water temperature leaving the cooler.

(c) Indicate the operating condition of the system water circulating pump and evaporative cooler sump heater.

(d) Sound alarm to indicate an abnormal operating condition as hereinunder outlined.

(2) This panel is to be furnished complete with controls, capillaries and wells, relays, pilot lights, alarm horn, terminal strips, a nine inch scale adjustable angle thermometer and separable well. Power supply to the panel shall be 115/1/60. Contractor shall install wells, flow switch, and thermometer in the main leaving line from the evaporative cooler before filling system. Contractor shall furnish and install all field wiring from control panel to cooler fan and spray pump motor starters, supplemental electric boiler control circuit, flow switch and from starters and sump heater contactor auxiliary contacts to pilot signals on panel.

(3) The sequence of operation from this panel shall be as follows:

(a) On a loop temperature fall to 70° F., control shall energize holding coil of the supplemental electric boiler control relay and an amber pilot light shall illuminate. The contacts of this relay shall close the pilot circuit on the supplemental electric boiler. On a loop temperature rise to 73° F., the control shall cut off the supplemental heat circuit.

(b) On a rise to 83° F., control shall close starter circuit to recirculating spray pump motor and a white pilot light shall illuminate.

(c) On a rise to 85° F., control shall close starter circuit to fan motor on evaporative cooler and a white pilot light shall illuminate.

(d) On a fall in loop temperature leaving cooler, the sequence shall take place in reverse order at not more than 3° F. differential below the above specified operating points.

(4) The panel shall contain immersion alarms and capillaries arranged to sense loop temperature and function as follows:

(a) On a fall in loop temperature to 10° F. below the supplemental electric boiler set point, sound the alarm horn, illuminate a red pilot light and open all cooler pump and fan motor circuits.

(b) On a rise in loop temperature to 105° F., sound alarm horn and illuminate a red pilot light. Cooler spray pump and fan motor circuits continue to operate.

(5) The panel shall contain a terminal strip for connecting the leads from a McDonnel-Miller flow switch. This switch shall be furnished by the panel manufacturer for mounting and wiring by the Contractor as shown on the plans. This flow switch shall be set to sound the alarm, illuminate a red pilot light and open all cooler spray pump and fan motor circuits, on sensing insufficient flow in the main leaving the cooler.

(6) The control panel is to be mounted in close proximity to the loop water main leaving the cooler. Manufacturer is to supply all temperature sensing bulbs with 20 foot capillaries and sensor bulb wells shall be copper. An internal wiring diagram and one spare fuse shall be provided and secured within panel enclosure. Manufacturer shall furnish a field wiring diagram as part of the

submittal data. Control panel will have sufficient 120V terminal strip contacts to allow connection at any time of a remote repeater panel if so desired by Owner.

(7) A one year warranty shall be provided by Contractor for furnishing parts and labor for replacing any part of the operation from the date of initial operation.

(8) Manufacturer's representative shall check out installation of this panel in the presence of the Contractor and shall verify the settings of controls and alarms as specified.

(J) FLEXIBLE CONNECTIONS:

Provide flexible duct connections to all air conditioning units. Flexible connections shall be 30 oz. Neoprene coated glass fabric. Flexible connections shall not be less than 4" long and shall have metal collar frame at each end. Allow at least 1" slack in fabric to eliminate vibration transmission.

(K) INSULATION:

(1) All supply and return air ducts in concealed spaces shall be insulated with Owens-Corning minimum 3/4 lb. density glass fiber insulation with .002" aluminum foil flame resistant vapor barrier. Insulation shall be applied with adhesive at one foot intervals and the materials shall be further held in place by use of soft annealed wire, 9" on centers. Material shall be butted with joints taped with same material as facing. Insulation on underside of ducts over 18" wide shall also utilize ductpins.

(2) Supply and return plenums shall be lined with 1" thick Owens-Corning 2# density duct liner with Neoprene spray coating. Duct liner shall be applied by adhering the liner in a continuous piece to clean, flat metal sheets with a rubber-base adhesive. Coated sides of duct liner shall face the airstream. All exposed edges shall be pointed and coated with adhesive. Ducts over 18" wide or deep shall have the liner additionally secured with stud welding pins and clips. Where ducts are lined, other types of insulation will not be required.

(3) Supply ductwork, for a minimum distance of eight (8) feet from the air conditioning unit discharge, shall be internally insulated as described above, with duct liner for both insulation and acoustical purposes.

(L) LOW VELOCITY DUCT SYSTEM:

(1) All ductwork shall be fabricated in accordance with the SMACNA Duct Manual.

(2) Reference Standards: "Duct Manual" shall mean the current edition of the "Duct Manual and Sheet Metal Construction for Ventilating & Air-Conditioning Systems, Section I, Low Velocity Systems" as published by the Sheet Metal and Air Conditioning Contractors National Association. NFPA-90A shall mean the current edition "Installation of Air Conditioning and Ventilating Systems" as published by the National Fire Protection Association.

(3) Fabrication: All ductwork shall be fabricated of galvanized steel in accordance with Table 1 and Plates 5 through 15A of the "Duct Manual."

(4) Hangers: Construct in accordance with Plates 16 through 20 of the "Duct Manual."

(5) Elbows: The radius to be constructed in accordance with Plate 21 of the "Duct Manual." Vaned elbows shall be used where 90° elbows are shown or needed at the unit discharge, and shall be constructed in accordance with Plate 22 of the "Duct Manual."

(6) Tee Connections: To be constructed in accordance with Plate 26, Figure B, of the "Duct Manual."

(M) FIRE DAMPERS:

Provide NFPA 90A listed fire dampers where ducts pass through fire rated walls, floors and rated ceilings as required by NFPA and local code. Provide access door for each damper. Dampers shall bear U.L. label.

(N) PIPE, VALVES, AND FITTINGS:

(1) Unless otherwise noted or specified, pipe, valves, and fittings for the system shall be as specified herein.

(2) Shut off valves shall be gate valves, 2" and smaller, and shall be bronze and brass throughout with boxes, nuts, and screwed bonnets, 125# operating pressure, rising stem. Valves shall have back seats for packing under pressure, gland followers and shall be individually tested. Valves shall be Jenkins 47U or 651A or screwed or flanged respectively, and Fig. 1242 for sweat.

(3) Globe and check valve construction and sizes shall conform to that given above and shall be Jenkins Fig. 762A, 624, 750, and 613. Shut-off valves 2 1/2" and larger shall be Demco butterfly type with EPT seat and aluminum-bronze disc, with 100 percent shut-off at 125 PSIG, fully field serviceable, with lever handle. Check valves 2 1/2" and larger shall be Mission Duo-Check.

(4) Strainer shall be McAlear No. 539, bronze screwed 2" and smaller for 300 psig WWP, and cast iron flanged for 2 1/2" and larger for 250 psig WWP. Strainer perforations and materials shall be suitable for installed service. Provide each strainer with nipple and plugged gate valve for blowdown.

(5) Welded fittings shall be Taylor Forge, Tube Turns or Midwest fittings of same material and classification as pipe. All welding shall be performed by a qualified welder, in accordance with the standards of the American Welding Society.

(6) Supply and return pipe shall be Schedule 40, welded black steel; fittings shall be welded type ASTM-A53-68 for 1 1/2" size and larger, and screwed malleable iron for 1 1/4" and smaller. Elbows shall be long radius type.

(7) Provide valves on each side of each major item of equipment, specialty, and elsewhere as required for proper maintenance and repair of system and equipment.

(8) Equal products of Walworth, Rockwell, Jenkins, Stockham, Nibco/Scott or Crane will be acceptable.

(O) PIPE SUPPORTS AND HANGERS:

(1) All piping shall be supported by means of hanger rods and pipe hangers from floor or roof construction using supplementary steel and beam clamps.

(2) Piping shall be supported from new concrete with Grinnell Fig. 282 inserts, and from existing concrete with Phillips self-drilling expansion shells. Piping and brackets shall be supported from hollow block construction using masonry drilled holes and toggle bolts.

(P) DRAIN PIPING SYSTEM:

(1) Provide all drain piping and fittings from equipment so requiring.

(2) Provide drainage lines as indicated or required for various items of equipment, including cooling tower bleed, overflow, and drain; air vent drain; boiler drain. Terminate drains over nearest floor drain.

(3) Condensate drain piping from the air conditioning units shall be Schedule 40 PVC and shall be properly pitched to nearest drain point.

(Q) GRILLES, REGISTERS, DIFFUSERS, ETC.:

(1) Provide grilles, registers and diffusers as manufactured by Krueger Manufacturing Company.

(2) Ceiling Supply Diffuser (Square): Series 1100, perforated face, with opposed blade volume control. Baked white enamel finish.

(3) Sidewall Return Grilles: Series ALS580H, aluminum finish.

(4) Ceiling Return Grilles: Series EGC-5, 1/2" x 1/2" egg crate core.

(5) Ceiling Exhaust Registers: Series EGC-5, 1/2" x 1/2" egg crate aluminum core and opposed blade volume control.

(6) Door Grilles: Series 77-C (core only) of sizes as required to suit door construction. Coordinate with doors. Furnish for installation under General Construction Work.

(7) Extractors: Provide Series EX88A for each supply register and diffuser. Shall be adjustable through grille or duct.

(8) Finish shall be of type and color selected by Owner. Representative shall contact Owner and show approved finish on shop drawing submittal.

(9) Equal Products: Carnes, Tuttle & Bailey, Barber-Colman, Titus, Metal-Aire, Airguide.

(R) PRESSURE GAUGES:

(1) Pressure gauges shall be bourdon tube type with polished stainless steel case and bayonet ring. Replaceable plexiglass face shall have weatherproof gasket. Pointer shall be adjustable over the entire range. Dial shall be 4 1/2" diameter with red set hand. Accuracy shall be guaranteed to be within 1 percent of the full scale range.

(2) Range shall be 0 to 60 PSIG.

(3) Use Ashcroft 4 1/2" - 1020A or equal as manufactured by Marsh, Weksler, Moeller, Trerice.

(S) THERMOMETERS:

Thermometers shall be solid liquid filled dial type with polished stainless steel case, bayonet ring and stem. Plexiglass window shall have weatherproof gasket. Pointer shall be adjustable over the entire range. Dial shall be 4 1/2" diameter. Stem length, unless otherwise required, shall be 2 1/2". Accuracy shall be guaranteed to be within 1 percent of the full scale range. Thermometers for uninsulated lines shall be equipped with brass separable socket. Range shall be 0 to 250° F. temperature. Trerice Type L80742 or equal as manufactured by Marsh, Weksler, Moeller, Ashcroft.

(T) EXPANSION TANK:

Tank shall be American Tube Company liner type, ASME approved and stamped for unfired pressure vessel service, 125 psig working pressure.

(U) ELECTRIC UNIT HEATER:

(1) Provide electric wall type unit heater as manufactured by the Singer Company, Series 5900, or an equal type unit heater, of capacity as shown on the plans.

(2) Shall be complete with wall box, heating element, automatic thermostatic control, limit switch, fan delay switch, circuit breaker, recessed lock, and U.L. approved.

(V) AIR CONDITIONING UNITS:

(1) Contractor shall furnish and install water source heat pump conditioners where shown on the plans, with capacity and characteristics as listed in the schedule. The base bid shall cover equipment as manufactured by the Singer

Company, or an equal product.

(2) Conditioner shall be the floor mounted closet type with horizontal air inlet, vertical discharge and maximum dimensions indicated. Casing shall be lined internally with acoustic type fiberous glass and shall be constructed with a 14 gauge galvanized steel base pan. Panels shall be provided and labeled, for electrical access, blower, motor and compressor access, all at right side when facing filter. All internal parts subject to water exposure shall be coated with a baked-on thermo-setting plastic.

(3) Conditioners shall be mounted on rubber waffle type pads.

(4) Conditioners shall contain a sealed refrigerant circuit, consisting of a hermetic motor-compressor, with air-to-refrigerant finned tube coil, capillary expansion tube, refrigerant reversing valve pilot operated, water-to-refrigerant coaxial tube exchanger, high pressure and low temperature safety cutouts factory installed on the refrigeration circuit. Cutouts shall be wired through a factory installed lock-out relay to hold conditioner off until it is electrically reset at the circuit breaker regardless of the wall thermostat switch position. Manual reset of cutout at unit will not be allowed.

(5) Manufacturer shall guarantee unit to start and operate at a minimum ambient temperature of 40° F. with specified water flow at 80° F. entering water temperature.

(6) A control panel shall be factory mounted within the unit enclosure and shall contain relays for blower, compressor and reversing valve, and a 24 volt low/line voltage transformer completely factory wired.

(7) Thermostat and subbase for wall mounting shall be as detailed on plans and shall be furnished by conditioner manufacturer. Automatic changeover, needing four (4) field installed low voltage wires.

(8) Conditioner blower shall be direct drive (no belts), centrifugal type, designed to produce specified air volume (CFM) at specified external static pressure at the input voltage specified. Blower motor speed for all models shall not exceed 1200 RPM synchronous speed. Motor shall have a normal two year lubrication capacity and shall be initially lubricated at the factory. Externally accessible oiler tubes shall be factory installed and motor shall be lubricated once a year as part of normal maintenance.

(9) Conditioner shall be provided with one inch thick cleanable type air filters installed in a four-sided slide-in channel at the air inlet. Contractor shall remove one side in field to accommodate the direction of the most accessible filter pull. Piping and electrical connections shall be so located to eliminate interference with removal and replacement of filter.

(10) Supply and return connections shall be 3/4" FTP copper fittings and brazed to exchanger copper water tubes. The connection sub-assembly shall be mechanically fastened to the unit for rigidity. Manufacturer shall furnish a pair of 3/4" hose kits consisting of adapters to fit unit coil connections, suitable fittings and 24" length of Parker-Hannifin "Push-Lok" flexible hose, including swivel nut and male pipe by hose fittings, necessary couplings. Contractor shall furnish 3/4" bronze shut-off plug valves as manufactured by Crane Cat. #2180 or Kennedy Fig. 300 to complete the conditioner piping.

(11) The loop water piping system shall be installed to provide a self-balancing two-pipe reverse return arrangement. Condensate drain piping shall not be less than 3/4" PVC, Schedule 40. Units are trapped, internally. Provide city water make-up, expansion tank, air separator, installed in accordance with local codes and accepted practice.

(12) It is <u>essential</u> that the finished piping system be thoroughly flushed free of foreign material and construction debris. Install a strainer in system line at pump suction. Flush system <u>prior</u> to final connection to any conditioner by means of loop bypass between supply and return at each unit location. The hoses for final unit connection should first be used for the loop bypass.

(13) Conditioners shall be furnished for the specified voltage and phase shown on plans, and shall be guaranteed for operation at plus or minus ten percent of rated voltage.

(14) A one-year warranty shall be provided by Contractor for furnishing labor to replace any part of the unit which may become defective in normal operation from the date of first operation. Parts shall be covered by manufacturer's standard first - year warranty. In addition, the entire hermetically sealed motor compressor assembly and all components of the refrigerating circuit not readily separable therefrom, shall be warranted to the Owner for five (5) years. Repairs under this warranty shall be made at manufacturer's expense, provided that the conditioner is delivered to and picked up from the authorized repair station.

(W) HEAT REJECTOR (EVAPORATIVE COOLER):

(1) Contractor shall furnish and install a factory assembled (two sections) closed circuit heat rejector (evaporative cooler) of sectional counter-flow blow-through design as furnished by the Singer Company, manufacturer of the closed water circuit heat pumps, or an equal product.

(2) The evaporative cooler shall have centrifugal blower assemblies built into the pan, with all moving parts factory mounted and aligned. The cooler shall be internally baffled. Unit construction shall be all hot-dip galvanized steel and additionally protected with Zinc Chromatized Aluminum finish after assembly. The combination pan-fan

section shall consist of heavy-gauge hot-dip galvanized steel angle framework, hot-dipped galvanized V-shaped self cleaning pan and centrifugal fans mounted beneath the sloping undersides of the pan.

(3) The cooler shall have the capacity to cool the circulating loop water as required, with a 95/78° F. outside design.

(4) Cooler shall be furnished with drip-proof ball-bearing fan motor and V-belt drive suitable for outdoor service. Motor shall be 7½ HP, 208/3/60.

(5) Cooler shall be furnished with a spray water recirculating pump and motor, completely piped, with 1/2 HP, 208/3/60 motor.

(6) Cooler shall be furnished with a sump water heater of 1.9 KW, 208/1/60, capacity to maintain sump water at approximately 40° F. at the winter design dry bulb temperature with spray water pump and fans turned off.

(7) The sump heater shall be complete with outdoor thermostat, sensing bulb, probe and level switch to prevent heater operation unless element is fully submerged.

(8) Contractor shall insulate all outdoor condenser water piping, make-up water piping, drains, spray water piping, and spray pump casing. Provide electric heat tape under the insulation of the spray water piping, make-up water piping, and spray pump casing.

(X) SUPPLEMENTAL ELECTRIC BOILER:

(1) Provide package type electric hot water boiler, Model No. 120BHW3, as furnished by The Singer Company, or an equal product, sized for 120 KW at 208/3/60 voltage.

The pressure vessel and integral electric panels shall be mounted on a unitary steel frame with proper supports, insulated and enclosed in a metal jacket.

(2) The pressure vessel shall be of all welded steel construction, designed for a working pressure of 160 PSI in accordance with the ASME Boiler & Pressure Vessel Code and stamped with the appropriate ASME symbol.

(3) A temperature actuated modulating step controller shall be provided with six (6) steps of heat. A high temperature limit control and reversing relay shall be provided. All control circuits shall be 120/1/60 to be supplied by a factory installed step-down transformer of the proper size. An indicator light shall be provided for each step of the step-controller. Unit shall have a panel mounted dial type thermometer, a panel mounted pressure gauge, and a ASME safety relief valve.

(4) The entire unit shall bear the U.L. label. All work performed at the factory and on the job site shall comply with the National Electrical Code and all other local codes. The main busing at the panel shall be equipped with lugs of proper size for the incoming feeder cables. Fuses shall be Class "J" (silver link-sand filled type). Fuses shall be provided so that both sides of the line are fused.

(5) The boiler shall be equipped with immersion type heating elements mounted in standard 150 lb. A.N.S.I. flanges. Each element shall be mechanically mounted and field replaceable without welding or brazing. Unit shall be preassembled, prewired and tested at the factory.

(Y) CLEANING AND FLUSHING:

(1) Circulation Start-Up Before Cleaning & Flushing:

(a) Before the piping system is complete, Contractor shall connect supply and return run-outs together at each heat pump location. This connection shall be made by coupling the two rubber hoses together.

(b) System shall be filled at city water make-up connection, with all air vents open. After filling, vents shall be closed.

(c) Start main system water circulating pump, with pressure reducing valve make-up open. Vents shall be checked in sequence to bleed off any trapped air in order to assure circulation through all of the components of the system.

(d) Contractor shall energize supplemental heat source (electric boiler) and set control to 90° F. loop temperature. Power must be off to all heat pumps and cooling tower motors.

(2) Cleaning & Flushing the Water Circulating System:

(a) Extreme care shall be exercised by Contractor to prevent dirt and other foreign matter from entering pipe or components of system during construction. Before erection, each piece of pipe, fitting, or valve shall be visually examined and all dirt removed.

(b) With system filled, circulation established, trapped air vented and electric boiler turned on, then check water thermometers installed at key points of

system to determine that loop water temperature is approximately 90° F. Any leaks in piping shall be repaired before proceeding. Drain at lowest point in equipment room shall be opened for initial flush and blowdown, making sure city water fill valves are set to make up water at same rate. Check pressure gauge at pump suction and manually adjust make-up to hold same steady positive pressure before and after opening drain valve. In no case shall flushing period be less than two hours.

(c) The electric boiler and system circulating pump shall then be shut off. All drains and vents shall be opened to completely drain down the system. The close-coupled supply and return connections at each heat pump shall now be reconnected permanently to respective inlets and outlets on each machine.

(d) Each condensate connection shall also be made up, making sure there is a steady pitch away from unit. When connecting hoses, a commercial brand of Teflon tape pipe thread sealer shall be used to minimize fouling of the tubes.

(e) System shall be refilled for operation under normal closed loop conditions. Contractor shall add trisodium phosphate in an aqueous solution to system, prepared in proportion of one (1) pound per every fifty (50) gallons of water in the system. After system is filled with this solution, the pump

should be started, trapped air vented, drains closed, and the electric boiler temporarily set at 100° F. Solution shall circulate for approximately three (3) hours.

(f) System shall then be drained completely and refilled with fresh water. The electric boiler operating control shall then be reset to 70° F. at this point and the high limit control reset to 105° F.

(g) At no time shall the contractor add any water treatment chemicals or "stop-leak" compounds to the system water.

(Z) CHECK-OUT AND START-UP PROCEDURE:

Contractor shall refer to the Manufacturer's bulletin to initiate the check-out and start-up procedure.

11. MASONRY:

(A) MASONRY MATERIALS:

(1) Face Brick: All exterior brickwork shall be standard size face brick. Allow $60.00 per thousand for the cost of the face brick to be selected by the Project Officer.

(a) Mortar to be Type N.

(b) Brick are to be laid so that three brick courses equal one 8" block course vertically.

(2) Concrete Block: Concrete Masonry units, lightweight, 2 or 3 cell, Type 1, Grade P-1, non-load bearing conforming to ASTM Standard C129-64.

(3) Masonry Reinforcement:

Joint reinforcing for interior concrete masonry walls and partitions shall be two parallel 9 gauge flush or butt welded cross wires spaced 16" o.c. or 9 gauge trussed cross wires. Width of reinforcement shall be as standard with manufacturer for thickness of wall involved.

(4) Mortars:

(a) Masonry Cement: ASTM C-91, Type II

(b) Hydrated Lime: ASTM C-207, Type S

(c) Sand: ASTM C-144.

(d) Water: Clean and suitable for drinking.

(e) Admixtures - Water repellent: For exterior mortar, Master Builders' Omicron Mortarproofing.

(f) Anti-freeze Compound: None permitted.

(g) Air-Entraining Agents: For use in cement-lime mixes (ASTM-C-260).

(h) Mortar Mix Compressive Strength: Type N: ASTM C-270,750 p.s.i. - three 2" cubes at 28 days.

(i) Masonry cement for face brick shall be of one manufacturer and manufactured in one plant only.

NOTE: A manufactured type mortar mix may be used with the approval of the Project Officer.

(B) WORKMANSHIP:

(1) General: Workmanship shall be of the best type and quality by skilled masons. The laying out of vertical and horizontal coursing shall be carefully and accurately done. The tooling of mortar joints shall likewise be accomplished in a uniform manner. Care shall be exercised at all times not to smear mortar on face brick work to facilitate cleaning the masonry as specified hereinafter. Bed and head joints shall be butted solid. Jambs and heads of all steel door frames shall be filled solid with mortar.

(2) Laying Face Brick: Carefully lay out to determine exact dimensions of horizontal joints so that they will work reasonably uniformly without producing bats smaller than a header brick. Lay all courses

level with faces of the units in true vertical plane. Bond and pattern to be common running stretcher - exposed joints to be concave.

(3) Laying Concrete Masonry Units:

(a) Laying shall be by competent mechanics experienced in concrete block work. Do not use wet blocks at any time. If suction due to block dryness is excessive, use higher water-retentive mortar. Work to be plumb, level, uniformly coursed, in true plane, and having intersections and corners true 90 degree angle except as otherwise indicated or specified. Tops of concrete masonry walls and partitions, unless otherwise indicated, shall be wedged and grouted hard against masonry ceilings or beams.

(b) Where pressed metal door frames occur in concrete block masonry, heads and jambs shall be filled solid with mortar.

(c) Erect masonry only when temperature is above 40 degrees F. and rising. Any work where joints become frozen more than 1/2" deep from face shall be removed entirely and rebuilt. Protect masonry from freezing for 48 hours after being laid.

(d) Provide all closes and openings in walls as required for the work included under other Divisions. Leave openings as required to receive future installations. After duct work has been installed, fill in masonry to close up openings.

(e) Cutting and fitting of concrete block shall be done by masonry mechanics with proper masonry saws. Cut-outs required for installation of electric outlets, conduits, pipe sleeves, and various accessories of the different trades shall have the required opening cut, not broken, out.

(f) Where minor partitions intersect major partitions, and at control joints noted on the drawings, joints shall be raked 3/4" and caulked.

(g) Concrete block units which have been wetted shall not be used until allowed to air dry for seven days, and only then may be used if freshly broken web and face surfaces of a typical unit show no visible evidence of moisture.

(h) Use precast 4" x 8" lintels to wall units.

(i) All joints in concrete block shall be neatly tooled with a concave type joint.

(j) All concrete masonry units shall be laid on a running bond.

(4) Installation of Joint Reinforcing:

(a) Joint reinforcing shall be installed every 16" o.c. vertically and in top course. Wall openings shall be reinforced in the first two courses above and in the first course below, and shall extend not less than 18" past each jamb of the opening.

(b) At control joints terminate the reinforcement within 1" of each side of the vertical caulked joint.

(c) At splice joints lap reinforcement 6" minimum.

(C) CLEANING OF BRICK WORK:

This shall be essentially a continuing operation, carried out as the masonry work progresses. Brush down the faces of the walls as soon as practicable after laying each section to keep the wall face clean of excess mortar. Do not use metal-bristle brushes. A final cleaning shall take place using an approved masonry cleaner such as Sure-Klean #600 and clear water, scrubbing masonry surfaces with stiff fiber or plastic bristle brushes in accordance with manufacturer's directions until all remaining excess mortar has been acceptably removed from masonry face. Wet wall thoroughly before cleaning and after cleaning copiously flow surfaces with water.

(D) CLEANING OF CONCRETE BLOCK:

(1) Exercise care to prevent smearing mortar into surface of block. Keep wall surfaces clean during construction. Mortar droppings that stick to block walls shall be allowed to dry before removal with a trowel. Remove remaining mortar by rubbing with a small piece of block and then brush clean.

(2) Use fresh mortar to fill nail holes or line pins. Clean down exposed surfaces of all concrete block walls, using dry fiber brushes until all dirt, stains, mortar, or other defacements are removed or, when necessary, rubbing surfaces with a piece of block material. Protect adjacent materials from damage from cleaning operations.

(E) DEFECTIVE WORK:

Damaged or defective masonry work shall be removed and reconstructed. This includes defective units (cracks, chipped edges, spalls, or other defects) that impair structural strength or finished appearance of the masonry work.

(F) BUILT-IN WORK:

The mason shall build into walls all frames, bolts, anchors, nailing blocks, ducts, sleeves, conduit, etc., as required and provided by other trades.

12. NEW STAIRS:

Furnish all labor and materials to construct and install new metal fabricated stairs at the northeast end of building location as shown in the plans. Stairs are to be closed type with non-slip treads on steps. The stair installation shall meet all fire, safety, and building codes of the City of Athens. The Contractor shall submit copies of shop drawings to the Project Officer for written approval prior to ordering materials and/or fabrication. Drawing shall clearly show all details, dimensions, and details of fabrication and installation.

13. CARPENTRY:

(A) This section covers carpentry and related items. Work under this section shall include, but not be limited to:

(1) Wood stud framing.

(2) Wood blocking, nailers, and furring.

(3) Rough hardware.

(4) Nails, screws, bolts, and miscellaneous accessories and anchoring devices.

(5) Paneling and Tileboard.

(6) Toilet partitions.

(B) Reference Specifications and Codes:

(1) American Society for Testing and Materials (ASTM).

(2) American Wood Preservers Institute (AWPI).

(3) Southern Pine Inspection Bureau (SPIB).

(4) Commercial Standards (CS).

(C) Storage:

All materials shall be stored in a housed, dry area, clean and well-ventilated and protected from water damage.

(D) Materials:

(1) Framing Material: Grade marked No. 2 SYP Lumber, moisture content 19% maximum.

(2) Furring, Grounds, Ribbons, Bridging, Bracing and Blocking: Grade marked No. 2 SYP; moisture content 19% maximum.

(3) Pressure treat all wood embedded in or attached to concrete or masonry, in a closed cylinder by vacuum-pressure process, full cell method with water-bourne preservative of Osmose K-33 manufactured by Osmose Wood Preserving

Company of America or Wolman Salts manufactured by Koppers Company, Incorporated conforming to American Wood Preservers Association (AWPA) recommendations. After preservative treatment, wood shall be dried to 15-19% moisture content.

(4) Nails: Stronghold type, coated steel annular thread of proper size to suit job condition and requirements.

(E) Workmanship:

(1) Carefully lay out, cut, and erect accurately to required dimensions. Fit closely and secure framing in place with sufficient anchorage. Where members are cut for electrical or mechanical work, properly reinforce with headers, full depth of members cut.

(2) Do all cutting and patching customarily performed by carpenter trade, to end result of providing adequate strength in a neat and workmanlike manner.

(3) Install miscellaneous items for which carpenter trade is customarily responsible, such as "template" setting of anchor bolts, providing frames for openings through concrete and/or masonry, insertion of hangers for suspended ceilings, and like items.

(F) Partition Walls:

Dry partition walls specified on the plans shall be of 2" x 4" wood stud construction installed by workmen experienced in their trade, and shall meet all requirements as stated in this section.

(G) Counter:

The counter will be furnished by the Owner.

(H) Paneling:

(1) Material:

Prefinished paneling for walls specified on plans will be selected by the Project Officer. Allow $7.52 per 4' x 8' sheet.

(2) Window to Paneling:

Fill with 1" thickness No. 1 Fir board so that the horizontal furring butts it.

(I) Countertop Units for Lavatories in restrooms, where specified on the plans, shall be a prefabricated unit with formica top and edges, color and design to be selected by the Project Officer.

(J) Tileboard shall be applied from floor to ceiling on all restroom walls, except to new concrete block or sheetrock partition walls. Tileboard shall be applied to the new concrete block and sheetrock walls from the floor to 4' height in all restrooms. The Tileboard will be selected by the Project Officer. Allow $0.52 per square foot.

(K) Trim for Opening for Counter in the Public Reception Area:

Trim to a width of 10' 0" using No. 1 grade frame and facing. The height of the opening will be floor to ceiling.

(L) Plywood Backboards for Panels: Install 5/8" plywood for service company panels of the sizes and in the locations as required by the several service companies; e.g., Georgia Power Company and Southern Bell.

14. ACOUSTICAL TILE CEILINGS:

(A) SAMPLES:

Submit one sample of each tile specified herein and sample of each component of the grid specified herein for approval of the Project Officer.

(B) COORDINATION:

Work shall be carefully coordinated with all mechanical and electrical work being performed in acoustically-treated areas, in order to avoid interference. Center lines for all areas which are to receive acoustical tile shall be established and maintained by the General Contractor and all trades, including Mechanical and Electrical, shall work to these lines.

(C) MANUFACTURER:

Donn Products, Inc., or approved equal.

(D) CONTRACTOR GUARANTEE:

All materials and workmanship furnished under this section shall be guaranteed in writing for a period of not less than 2 years from date of acceptance by the Owner. Any defective material or workmanship shall be replaced during this period by the General Contractor at no expense to the Owner.

(E) SURPLUS MATERIAL FOR OWNER:

Upon completion of this work, leave with Owner four full packages of each type of tile installed under this Division, unopened.

(F) MATERIALS:

Acoustical Tile: 5/8" x 24" x 48" incombustible mineral fiber tile, rated Class A, Fed. Spec. SS-A-1186, with Class I Flame Spread rating and carry UL label, fissured pattern, light reflectance of .75 or over.

Main Beam: .025 cold rolled steel double web built tee section 1-1/4" high and 15/16" wide. Cross tees shall have web ends die formed for tab lock attachments to adjoining tee thru main beam.

Ends: of main beams and cross tees intersecting wall molding shall be cut flush with exposed to view surfaces of mold by using cut off die as recommended by grid manufacturer.

Wall Molding: Channel or angle shape, .025" cold rolled steel, with 1" exposed face.

Hanger Wire: 12 gauge galvanized. Spacing of hangers shall be in strict conformance with the manufacturer's printed instructions.

Exposed Grid Finish: 2' x 4' Classic White.

(G) WORKMANSHIP:

The suspension system shall support the ceiling assembly called for on the drawings and specified herein with a maximum deflection of 1/360 of the span. Ceiling pattern shall be 24" x 48".

All tile joints and tees shall be straight and in alignment and the exposed tile surfaces shall be flush, level, and

in a uniform plane. Tile shall be neatly scribed to abutting surfaces and to other penetrations or protrusions. Layout shall be adjusted as necessary to avoid the use of tiles less than half-width, insofar as possible, and accurately centered both ways in main room areas.

(H) INSTALLATION:

First install wall molding around perimeter of all abutting vertical surfaces at 8' level for finish ceiling heights. In basement areas the ceiling level may have to be limited to less than 8'. In these areas make the ceiling level as nearly 8' as possible. Suspend main runners (heavy beam) with 12-gauge galvanized wire hangers not over 48" o.c. Hangers and runners spaced as recommended by Manufacturer's maximum load charts. Exposed tees of proper length shall be installed at right angles to main runners creating a 24" x 48" grid. Suspension system shall be erected to produce a finish surface level to within 1/8" in 12' - 0", with levels taken at random.

Acoustical materials shall be installed only when normal temperature and humidity conditions approximate the interior conditions that will exist when the building is occupied. The building shall be neither cold, damp, hot, nor dry. All glazing shall be in place and all exterior openings

closed. All concrete, plastering, and other work shall be complete before installation is begun.

(I) CLEANING:

All acoustical tile shall be left in a clean and spotless condition by the Contractor.

If tile panels have to be removed for construction purposes by the General Contractor after the acoustical work is finished, workmen involved shall wear clean gloves while handling tile. Damaged or unclean tile shall be replaced at no expense to the Owner by the General Contractor.

Acoustical tile ceilings shall be protected from damage until final acceptance of the project by the Owner.

15. RESILIENT TILE:

(A) GENERAL:

(1) These specifications are of the abbreviated type and include incomplete sentences. Omitted words or phrases shall be supplied by inference in the same manner as they are when a note occurs on the drawings.

(2) The Contractor shall provide all items, articles, materials, operations, or methods listed, mentioned, or scheduled on the drawings and/or herein, including all labor, materials, equipment, and incidentals required for their completion.

(B) WORK INCLUDED:

Furnish labor and materials necessary to complete resilient tile and base as indicated, scheduled, as specified herein.

(C) MATERIALS:

(1) Vinyl Asbestos Tile: as manufactured by Kentile, Armstrong, or equal, 1/8" thick, 12" x 12", and from standard price group.

(2) Base: Where scheduled 4" vinyl.

(3) Existing Interior Stairs: Cover steps with square nose treads of material 1/4" thick, nose depth at least 1-5/8". Cover landings with material and color to match treads.

(D) CEMENT:

As recommended and supplied by manufacturer of material used.

(E) SAMPLES:

(1) Do not start work until samples have been submitted, approved. Label samples stating color or shade location in which they are used, manufacturer's name.

(2) Install materials; match approved samples.

(F) DELIVERY:

Deliver materials to job in manufacturer's original unopened containers with manufacturer's brand and name clearly marked thereon.

(G) INSTALLATION:

(1) Lay tile on concrete floors. Inspect floors and approve before starting work. Starting work implies acceptance of floors.

(2) Do not begin work until work of other trades, including painting, has been completed.

(3) Maintain rooms and floors at 70 degrees F. minimum for at least 48 hours before, during, and 48 hours after tile application.

(4) Use only experienced workmen. Lay tile so as to insure good contact with close, even joints and with finished surfaces in true plane, smooth. Lay tiles square with room axis. Lay tiles with grain reversed in alternate tiles.

(5) Cut, fit and scribe to walls, other surfaces.

(6) Base - cement firmly to wall using cement recommended by manufacturer. Base similar and equal to Kenflex; form angles neatly. Bottom and top edges in firm contact with walls, floors.

(H) CLEANING, WAXING & POLISHING:

(1) At completion, clean tile and base. Remove cement, dirt, or other foreign substances.

(2) Apply two coats of water emulsion wax; polish each coat to produce well-polished finish.

(3) Do not permit traffic on finished floors unless they are protected with heavy papers.

(I) ADJUSTMENTS:

(1) Inspect and make adjustments within one month of time that heat is supplied continuously in finished areas.

(2) Repair tile showing minor breaks and fractures, with heat and quick rolling.

(3) Tiles showing broken corners or fracture lines entirely across their surface: warm, remove. Substitute new tile of same color, thickness.

(J) SURPLUS MATERIAL FOR OWNER:

Upon completion of work, leave with Owner 240 sq. ft. (or the nearest case lot equivalent) of the type of tile installed under this Division, unopened.

16. PAINTING:

(A) MATERIALS:

All paint materials shall be first line products of a manufacturer approved by the Project Officer. Deliver materials to the work in original sealed containers. Do not reduce or change materials in any way except as and when specified.

(B) SAMPLES:

Prepare required sample well in advance of the work so as to cause no delay, to meet the approval of the Project Officer as to color. Match approved sample accurately in the finished work.

(C) PROTECTION:

Protect adjacent work and materials from damage.

(D) PREPARATION OF SURFACES:

The subcontractor for work in this section is wholly responsible for the finish of his work. Do not commence any part of the work until surface is in proper condition. Putty nail holes, cracks, and blemishes after priming coat has become dry. Putty shall match shade of finished coat. Paint top and bottom edges of all sashes and doors. Clean greasy and oily surfaces with turpentine or benzine before applying any materials. Remove rust and scale by scraping, wire brushing, or sandblasting. Fill and patch wall and ceiling areas around and over existing stairs, and in other rooms where the plans do not specify ceiling tile.

(E) WORKMANSHIP:

No exterior painting shall be done in rainy, damp, or frosty weather. No interior painting or finishing shall be done until the building has been thoroughly dried out, by artificial heat if necessary.

Allow exterior oil paints to dry 48 hours between coats; allow interior paints to dry 24 hours between coats.

(F) CLEANING AND REMOVAL:

Clean all misplaced paint materials. Leave premises in perfect condition.

(G) SCHEDULE OF PAINTING:

Brand names listed are products of the Gilman Paint Company. Use these products or an equal product.

(1) Exterior Work:

(a) Metal Guard Rail at Front Basement Entrance:

2 coats Gillac Rust-Inhibitive Black #23-3.

(b) Basement Windows - East Wall:

1 coat Enamel Undercoat #21-67.

1 coat Lustre-Glow Enamel.

(2) Interior Work:

(a) Concrete block:

2 coats Gilman's Gilples Interior Latex flat.

(b) Gypsum Board:

1 coat Gilplex and 1 coat Crystalite Enamel.

(c) Restroom:

1 coat Gilplex and 1 coat Crystalite Enamel.

(d) Wood Doors:

2 Coats Gilsand Sealer (Sand and steel wool between coats).

(e) Wood Trim:

1 Coat oil stain to match paneling.

2 Coats Gilsand Sealer. (Sand and steel wool between coats.)

(f) Metal Door Frames:

1 Coat Enamel Undercoat #21-67.

1 Coat Lustre-Glow Enamel.

(g) Metal Guard Rail on Stairs:

2 Coats Gillac Rust-Inhibitive Black #23-3.

(h) Plywood Shelves and Closet Interiors:

1 Coat Enamel Undercoat #21-67.

(i) Window to Paneling Trim:

1 Coat oil stain to match paneling.

2 Coats Gilsand Sealer. (Sand and steel wool between coats.)

(j) Basement Windows: (East Wall)

1 Coat Enamel Undercoat #21-67.

1 Coat Lustre-Glow Emamel.

(k) Existing Stairwell Walls & Ceiling:

2 Coats Gilman's Gilplex Interior Latex Flat.

(l) Ceiling of Rooms without Acoustical Tile:

2 Coats Gilman's Gilplex Interior Latex Flat.

(m) Deck of Rooms without Resilient Tile:

2 Coats of Porch and Deck Paint.

IV. PROPOSAL

IV. PROPOSAL

Submitted October 9, 1973
(date)

TO: THE MAYOR AND COUNCIL
OF THE CITY OF ATHENS

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and contract documents relative thereto; and that he has satisfied himself relative to the work to be performed.

The bidder proposes and agrees, if this proposal is accepted, to contract with the Mayor and Council of the City of Athens in the form of contract specified, to furnish all necessary materials, equipment, machinery tools, apparatus, means of transportation, and labor necessary to and to complete the works specified, under the following items, and in the contract, and called for by the specifications, in the manner specified and the time mentioned, according to the requirements or hereinafter set forth, for the following

prices to include all cost incidental to the work to which it applies, to wit: To renovate the Costa Building for the sum of Two Hundred Three Thousand Eight Hundred Seventy and no/100 Dollars $ 203,870.00 in full and complete accordance with the shown, noted, described and reasonably intended requirements, Specifications and Contract Documents, to the full and entire satisfaction of the City of Athens, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents. The bidder further proposes and agrees hereby to commence the work with an adequate force and equipment on a date to be specified in a written order from the Owner so to do, and to complete fully all work hereunder within 180 calendar days from and including said date.

The undersigned further agrees that, in case of failure on his part to execute the said Contract and the Bond within ten (10) consecutive calendar days after written notice being given of the award of the Contract, the check or bid bond accompanying this bid, and the monies payable thereon, shall be paid into the funds of the City of Athens, as liquidated damages for such failure; otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

Attached hereto is a certified check on the

_____ Bank,

or a bid bond, for the sum of 5% of Base Bid

Dollars $ (5%) made payable to the City of Athens.

TERRY DEVELOPMENT CORPORATION

Don W. Terry, President L. S.

L. S.

L. S.

Address:

P. O. Box 1552

Athens, Georgia 30601

ry Development Corporation
Box 1552
ens, Ga. 30601

Note!

Please Deduct the Sum of
($3,900.00) from Amount of Base Bid
Signed: Terry Development Corp. by
Conw. Terry

Project Officer
City of Athens
Athens, Georgia 30601

Bid Proposal for Renovation of the Costa Building

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Terry Development Corp., as Principal, and

St. Paul Fire and Marine Insurance Co., as Surety,

are hereby held and firmly bound unto The City of Athens, Georgia, as Owner

in the penal sum of Five Percent of Base Bid

Dollars ($ 5% of bid)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 9th day of October, 1973.

The Condition of the above obligation is such that whereas the Principal has submitted to The City of Athens, Georgia, a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the complete work of Renovation of Costa House, Athens, Ga.

for the amount of Two Hundred Three Thousand Eight Hundred Seventy and

no/100 - Dollars ($ 203,870.00)

NOW, THEREFORE:

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such

Bid; and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their property officers, the day and year first set forth above.

TERRY DEVELOPMENT CORPORATION

_____ (L.S.)
Principal
Don W. Terry, President

St. Paul Fire and Marine Insurance Co.
Surety

By: _____
(Attorney - in - Fact)

IMPORTANT: - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Class 1

(A Capital Stock Company)

CERTIFIED COPY OF POWER OF ATTORNEY

Original on File at Home Office of Company. See Certification.

FIDELITY AND SURETY DEPARTMENT

ST. PAUL FIRE and MARINE *Insurance Company*

HOME OFFICE: ST. PAUL, MINNESOTA

KNOW ALL MEN BY THESE PRESENTS: That the **St. Paul Fire and Marine Insurance Company,** a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

L. L. Scruggs, Donald A. Fitzgerald, Lewis L. Scruggs, Jr., individually, Athens, Georgia

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **St. Paul Fire and Marine Insurance Company,** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, —Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and

(2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and

(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the **St. Paul Fire and Marine Insurance Company** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 19th day of March A. D. 19 73

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA } ss.
County of Ramsey }

Vice President.

On this 19th day of March 19 73, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the **St. Paul Fire and Marine Insurance Company;** that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

C. L. JAEGER

Notary Public, Ramsey County, Minn.
My Commission Expires June 2, 1974.

CERTIFICATION

I, the undersigned officer of the **St. Paul Fire and Marine Insurance Company,** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,* with the **ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY,** and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this day of 19

Secretary.

*Unlimited as to character and amount.

10870 CPS Rev. 6-70 Printed in U.S.A.

ST. PAUL
FIRE and MARINE
Insurance Company
SAINT PAUL, MINNESOTA

BID BOND

Approved by The American Institute of Architects,
A. I. A. Document A 310 Feb. 1970 Edition

KNOW ALL MEN BY THESE PRESENTS, that we Terry Development Corporation, Oneta St., Athens, Ga.

as Principal, hereinafter called the Principal,

and the ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety, are held and firmly bound unto Mayor and City Council of Athens, Athens, Ga.

as Obligee, hereinafter called the Obligee,

in the sum of Five percent (5%) of bid Dollars

($ 5% of bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Renovation of Costa House, Washington St., Athens, Ga.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th day of October A. D. 1973,

Tony Sallomi
(Witness)

TERRY DEVELOPMENT CORPORATION (Seal)
(Principal)
Don W. Terry
Don W. Terry (Title) President

Jim Tarpley
(Witness)

St. Paul Fire and Marine Insurance Company (Seal)
(Surety)
By O. A. Fitzgerald
(Attorney-in-fact)

13250 ABB Rev. 2-70

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V. CONTRACT DOCUMENTS

V. CONSTRUCTION AGREEMENT

STATE OF GEORGIA

CLARKE COUNTY

THIS AGREEMENT, made and entered into on the 17th day of October, 1973, by and between The City of Athens, Georgia, party of the first part (hereinafter called the "Owner"), and TERRY DEVELOPMENT CORPORATION party of the second part (hereinafter called the "Contractor").

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. That the Contractor will furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in a good, firm, substantial and workmanlike manner, the work specified, in strict conformity with the drawings and the Specifications hereinafter set forth, which drawings and specifications, together with the Proposal made by the Contractor, the Advertisement for Bids, Instructions to Bidders and Special Provisions, General Conditions, this Agreement, Performance and Payment Bonds, and all Addenda annexed hereto, shall form essential parts of this Agreement, as if fully contained herein. The work covered by this Agreement includes all work as shown on the drawings, specified and listed in the attached Proposal.

2. That the Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written order of the Owner's Engineer and shall fully complete all work hereunder within 180 consecutive calendar days from said date, except as otherwise provided in these documents for extensions of the above time limit. Time is of the essence of this contract and the Contractor shall pay to the Owner, not as a penalty, but as liquidated damages the sum of fifty ($50.00) dollars for each calendar day that he shall be in default of completing the work within the time limit named herein. Because of the difficulty of fixing damages suffered by the Owner on account of such default, damages are herein agreed upon as stated.

3. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the sum of One Hundred Ninety-Nine Thousand Nine Hundred Seventy and No/100 ---------- Dollars ($ 199,970.00).

4. No later than the 15th day of each calendar month, as the work progresses, the Owner shall make partial payments to the Contractor on the value of labor and materials incorporated into the work and of materials on hand at the site of the work, except cement and materials subject to deterioration, for, and including the last day of the preceding month, less payments already made and less deductions for any unaccepted or defective work.

5. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.

6. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the Surety or Sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover performance of the work, the Contractor shall, at his expense, within five (5) days after the receipt of notice from the Owner to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written in six (6) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

WITNESS: (As to Contractor)
Signed and Sealed in the Presence of:

ATTEST:

Secretary

(SEAL)

Recorder

APPROVED AS TO FORM BEFORE EXECUTION

By:
Attorney for the City of Athens, Ga.

*CONTRACTOR

TERRY DEVELOPMENT CORPORATION

By:

Title: President

ATTEST: (SEAL)

Secretary

THE MAYOR AND COUNCIL, CITY OF ATHENS, GEORGIA

By:
Mayor

*NOTE: If the Contractor is a corporation, the Agreement shall be signed by the President or Vice President, attested by the Secretary and the corporate seal affixed. If the Contractor is a partnership, the Agreement shall be signed in the Partnership name by one of the partners, with indication that he is a general partner.

ERTIFICATE OF INSURANCE

CORRECTED CERTIFICATE

SUED BY

X THE HOME INSURANCE COMPANY ☐ THE HOME INDEMNITY COMPANY

This is to Certify, that policies in the name of

NAMED INSURED and ADDRESS: Terry Development Corporation
P. O. Box 1552
Athens, Georgia 30601

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE AFFORDED BY ANY POLICY DESCRIBED HEREIN.

are in force at the date hereof, as follows:

KIND OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	
			BODILY INJURY	PROPERTY DAMAGE
WORKMEN'S COMPENSATION	PWC9796931	Eff. 12/31/72 Exp 12/31/73	Provided by Workmen's Compensation Law—State of Georgia	NIL
COMPREHENSIVE GENERAL LIABILITY	GA4408157	Eff. 12/31/72 Exp 12/31/73	$ 250 ,000 Each person $ 500 ,000 Each occurrence $ 500 ,000 Aggregate	$ 100 ,000 Each occurrence $ 300 ,000 Aggregate
MANUFACTURERS' AND CONTRACTORS' LIABILITY		Eff. Exp.	$,000 Each person $,000 Each occurrence	$,000 Each occurrence $,000 Aggregate
OWNERS', LANDLORDS' & TENANTS' LIABILITY		Eff. Exp.	$,000 Each person $,000 Each occurrence	$,000 Each occurrence $,000 Aggregate
CONTRACTUAL LIABILITY	GA4408157	Eff. 12/31/72 Exp 12/31/73	$ 250 ,000 Each person $ 500 ,000 Each occurrence	$100 ,000 Each occurrence $300 ,000 Aggregate
AUTOMOBILE LIABILITY X Owned Automobiles X Hired Automobiles X Non-Owned Automobiles	GA4408157	Eff. 12/31/72 Exp 12/31/73	$ 300 ,000 Each person $ 500 ,000 Each accident	$ 100 ,000 Each accident
COMPREHENSIVE AUTOMOBILE LIABILITY	GA4408157	Eff. 12/31/72 Exp. 12/31/73	$ 300 ,000 Each person $ 500 ,000 Each occurrence	$ 100 ,000 Each occurrence
OTHER:		Eff. Exp.		

vering operations of assured in the State of Georgia and specifically covering
novation of the Costa Building, Washington St., Athens, Ga.
OTE: The insurance covered by this certificatewill not be cancelled, or materially
altered, except after ten (10) days written notice has been received by the owner.

In the event of cancellation of said policies or a reduction in the limits of liability, the company will endeavor to give written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation or liability upon the company.

10/17/73 — DATED

Athens Insurers, Inc — AUTHORIZED REPRESENTATIVE

CERTIFICATE ISSUED TO:

NAME AND ADDRESS: City of Athens, Ga.

H 7353 (F) 3/69

PERFORMANCE BOND

CLARKE COUNTY)
) ss:
STATE OF GEORGIA)

KNOW ALL MEN BY THESE PRESENTS, that we TERRY DEVELOPMENT CORPORATION, hereinafter known as the "Contractor", as principal, and St. Paul Fire & Marine Insurance Co St. Paul, Minnesota, as surety, are held and firmly bound unto the City of Athens, Georgia, hereinafter known as the "Owner," in the penal sum of One Hundred Ninety-Nine Thousand Nine Hundred Seventy and No/100 ---------- Dollars ($ 199,970.00) lawful money of the United States of America, to be paid to the Owner, for the use and benefit of the said obligee, and of all persons doing work or furnishing skill, tools, machinery or materials under or for the purposes of the contract hereinafter named, for which payment, well and truly to be made, we bind ourselves, our successors and our several respective heirs, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED THIS THE 17th DAY OF October, 1973.

WHEREAS, the above bounden TERRY DEVELOPMENT CORPORATION by an instrument in writing, bearing even date, with these presents, has contracted with the Owner to furnish all equipment, tools, materials, skill and labor for the completion of the work covered by the following items of the attached Proposal for the renovation of the Costa Building, Washington Street, Athens, Georgia

All work to be performed in strict accordance with the attached Agreement or Contract and Specifications, which Contract is by reference made a part hereof:

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said TERRY DEVELOPMENT CORPORATION shall complete the work provided for in said Contract according to terms, and shall save the obligee hereunder free from all costs and charges that may accrue on account of the doing of the work specified in the contract, and shall comply with the laws appertaining to said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

AND THE FURTHER CONDITION OF THIS OBLIGATION IS SUCH THAT IF TERRY DEVELOPMENT CORPORATION, as Contractor, shall fully and faithfully perform the work in accordance with the terms of the

annexed contract therefor and the plans and specifications therein referred to, and provide the materials therein called for, and replace defective work or material for a period of one year after the completion of this contract, then this obligation shall be null and void; otherwise, they, _____

TERRY DEVELOPMENT CORPORATION, as Contractor and

The St. Paul Fire & Marine Insurance Co., as Surety, jointly and severally agree to pay the Owner the difference between the sum to which the said TERRY DEVELOPMENT CORPORATION, as Contractor, would be entitled in the completion of the Contract, and that which the Owner may be obliged to pay for the completion of the work by Contract or otherwise, and agree to pay any damage, direct or indirect or consequential, which said Owner may sustain on account of such work or on account of the failure of said Contractor properly and in all things to keep and execute the provisions of the Contract.

And the said TERRY DEVELOPMENT CORPORATION

as Contractor, and The St. Paul Fire & Marine Insurance Co. as Surety, hereby further bind themselves, their successors, assigns, heirs, executors and administrators, jointly and severally, that they will indemnify and save harmless and will pay all amounts, damages, costs and judgments which may be recovered against, and all expenses incurred by, the Owner and all representatives of said Owner from or arising out of all or any suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work, or any such suit or claim arising from any other act, omission, negligence or misconduct of the Contractor, his agents, representatives, servants and employees in the performance of said work or of the repair or maintenance thereof, or the manner of doing the same, or the neglect of said Contractor, or agents or servants, or the improper performance of the said work by the Contractor or agents or servants, or the infringement of any patent rights by reason of the use of any equipment or materials furnished under the said Contract, and will also pay any damages for delay in performance within the time agreed, as stated in the Contract; further, failure so to do with such persons, firms, partnerships or corporation shall give them a direct right of action against the principal and surety under this obligation.

As the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

Without limiting the effect of any other provisions herein contained, this Bond is to be construed as a statutory bond under the provisions of Section 23-1705 of the 1933 Code of Georgia as amended to date.

IN WITNESS WHEREOF, the said TERRY DEVELOPMENT CORPORATION has caused its corporate seal to be hereto affixed, and these presents to be signed in its name by Don W. Terry and the said St. Paul Fire & Marine Insurance Company as Surety, has caused its corporate seal to be hereto affixed and these presents to be signed in its name by Donald A. Fitzgerald

(As to Contractor)

Signed, sealed and delivered in the presence of:

*CONTRACTOR (SEAL)

TERRY DEVELOPMENT CORPORATION

By: (Name) Don W. Terry, Pres. (Title)

ATTEST:

Secretary

(As to Surety)

Signed, sealed and delivered in the presence of:

SURETY (SEAL)

The St. Paul Fire & Marine Ins.Co

By: Attorney in Fact

APPROVED AS TO FORM:

City Attorney

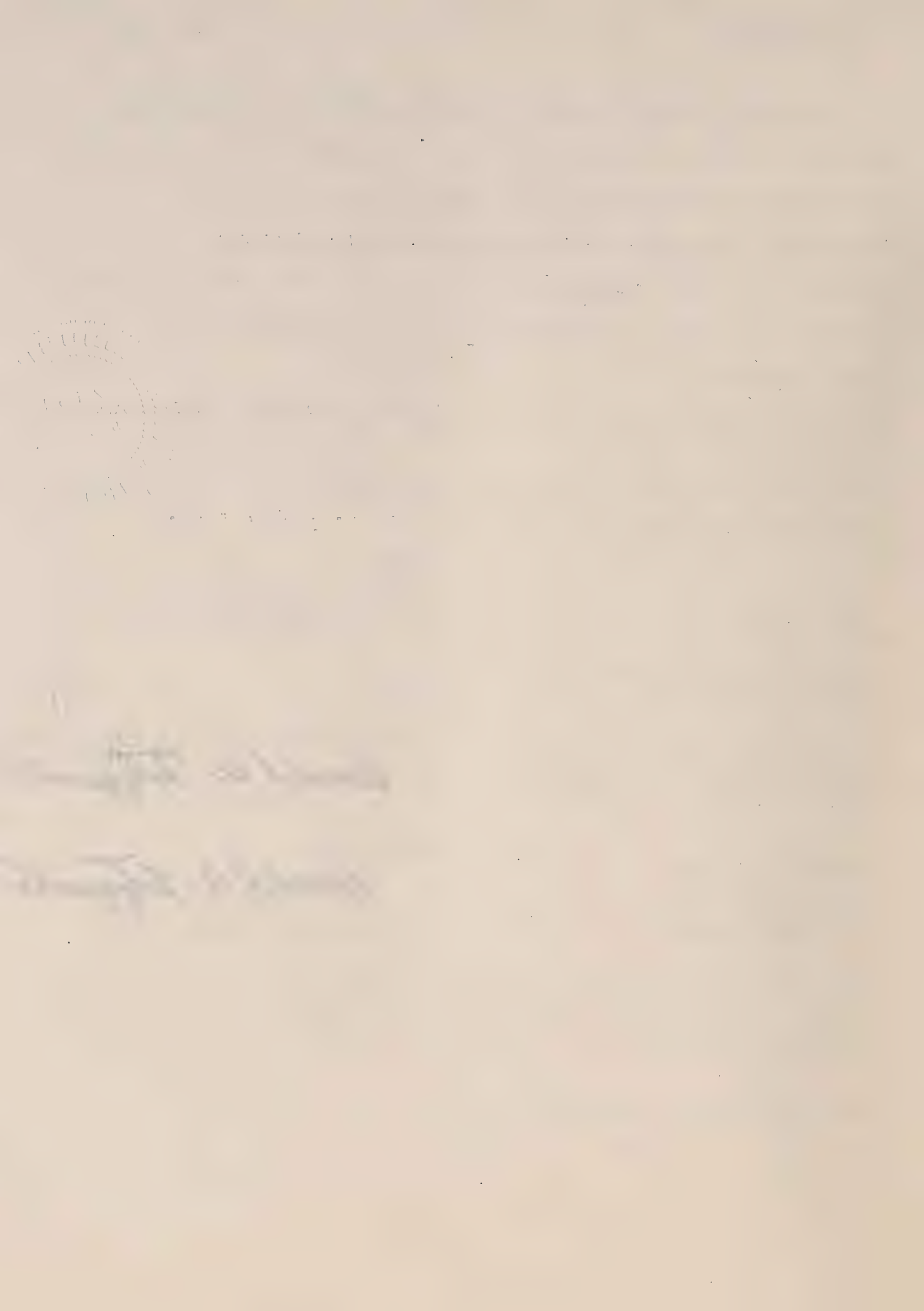
COUNTERSIGNED:

By: Resident Agent
(Resident of Clarke County)

*NOTE: If the Principal is a corporation, the bond shall be signed by the President or Vice President, attested by the Secretary and the corporate seal affixed. If the Principal is a partnership, the bond shall be signed in the partnership name by one of the partners, with indication that he is a general partner.

Bond Approved

CLERK



Class 1

(A Capital Stock Company)

CERTIFIED COPY OF POWER OF ATTORNEY

Original on File at Home Office of Company. See Certification.

FIDELITY AND SURETY DEPARTMENT

ST. PAUL FIRE and MARINE *Insurance Company*

HOME OFFICE: ST. PAUL, MINNESOTA

KNOW ALL MEN BY THESE PRESENTS: That the **St. Paul Fire and Marine Insurance Company**, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

L. L. Scruggs, Donald A. Fitzgerald, Lewis L. Scruggs, Jr., individually, Athens, Georgia

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **St. Paul Fire and Marine Insurance Company**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, —Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and

(2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and

(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the **St. Paul Fire and Marine Insurance Company** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 19th day of March A. D. 19 73

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA }
County of Ramsey } ss.

Vice President.

On this 19th day of March 19 73, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the **St. Paul Fire and Marine Insurance Company**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

C. L. JAEGER

Notary Public, Ramsey County, Minn.
My Commission Expires June 2, 1974.

CERTIFICATION

I, the undersigned officer of the **St. Paul Fire and Marine Insurance Company**, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,* with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 17th day of October 19 73

Secretary.

*Unlimited as to character and amount.

10870 CPS Rev. 6-70 Printed in U. S. A.

PAYMENT BOND

CLARKE COUNTY)
) ss:
STATE OF GEORGIA)

KNOW ALL MEN BY THESE PRESENTS, that we TERRY DEVELOPMENT CORPORATION, hereinafter known as the "Contractor, as principal, and St. Paul Fire & Marine Insurance Co, as Surety, are held and firmly bound unto the City of Athens, Georgia, hereinafter known as the "Owner," in the penal sum of One Hundred Ninety-Nine Thousand Nine Hundred Seventy Dollars ($199,970.00) lawful money of the United States of America, to be paid to the Owner, for the use and benefit of the said obligee, and all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of the contract hereinafter named, for which payment, well and truly to be made, we bind ourselves, our successors and our several respective heirs, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED THIS THE 17th DAY OF October, 1973.

WHEREAS, the above bounden TERRY DEVELOPMENT CORPORATION by an instrument in writing, bearing even date, with these presents, has contracted with the Owner to furnish all equipment, tools, materials, skill and labor for the completion of the work covered by the following items of the attached Proposal for the renovation of the Costa Building, Washington Street, Athens, Georgia

All work to be performed in strict accordance with the attached Agreement or Contract and Specifications, which Contract is by reference made a part hereof:

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said TERRY DEVELOPMENT CORPORATION and all subcontractors to whom any portion of the work provided for in the attached Agreement or Contract is sublet and all

assignees of the said TERRY DEVELOPMENT CORPORATION and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, material, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorneys fees, incurred by the claimant or claimants in suits on said bond, then the above obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said contract is to be performed or in any county in which said Contractor or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the CITY CLERK OF ATHENS, GEORGIA as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

(c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

(d) This bond is given pursuant to the terms of Section 23-1705 of the 1933 Code of Georgia as amended as all the provisions of law with reference to this character of bond as set forth in said section or as may hereinafter be enacted are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said TERRY DEVELOPMENT

CORPORATION has caused its corporate seal to be hereto affixed, and these presents to be signed in its name by Don W. Terry

and the said St. Paul Fire & Marine Insurance Co. as Surety, has caused its corporate seal to be hereto affixed and these presents to be signed in its name by Donald A. Fitzgerald

TERRY DEVELOPMENT CORPORATION (SEAL)
*CONTRACTOR

(As to Contractor)

Signed, sealed and delivered in the presence of:

Geo. W. Terry

By: Don W. Terry
(Name) (Title)
Don W. Terry, Pres.

(As to Surety)

ATTEST:

Edward L. Terrell
Secretary

Signed, sealed and delivered in the presence of:

SURETY: (SEAL)

The St. Paul Fire & Marine Ins. Co.

By: Donald A. Fitzgerald
Attorney in Fact

APPROVED AS TO FORM:

City Attorney

COUNTERSIGNED:

By: Donald A. Fitzgerald
Resident Agent
(Resident of Clarke County)

*NOTE: If the Principal is a corporation, the bond shall be signed by the President or a Vice-President, attested by the Secretary and the corporate seal affixed. If the Principal is a partnership, the bond shall be signed in the partnership name by one of the partners, with indication that he is a general partner.

A C Fowler
CLERK

Class 1

(A Capital Stock Company)

CERTIFIED COPY OF POWER OF ATTORNEY

Original on File at Home Office of Company. See Certification.

FIDELITY AND SURETY DEPARTMENT

ST. PAUL FIRE and MARINE *Insurance Company*

HOME OFFICE: ST. PAUL, MINNESOTA

KNOW ALL MEN BY THESE PRESENTS: That the **St. Paul Fire and Marine Insurance Company,** a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

L. L. Scruggs, Donald A. Fitzgerald, Lewis L. Scruggs, Jr., individually, Athens, Georgia

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, —Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and

(2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and

(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the **St. Paul Fire and Marine Insurance Company** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 19th day of March A. D. 19 73

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA }
County of Ramsey } ss.

Vice President.

On this 19th day of March 19 73, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the **St. Paul Fire and Marine Insurance Company;** that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

C. L. JAEGER
Notary Public, Ramsey County, Minn.
My Commission Expires June 2, 1974.

CERTIFICATION

I, the undersigned officer of the **St. Paul Fire and Marine Insurance Company,** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,* with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 17th day of Oct. 19 73

Secretary.

*Unlimited as to character and amount.

10870 CPS Rev. 6-70 Printed in U.S.A.

Standard Fire Insurance Policy for Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Michigan, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

No. 706634
New
RENEWAL OF No.

STOCK COMPANY

FIRST STATE INSURANCE COMPANY

Wilmington, Delaware

Insured's Name and Mailing Address

Terry Development Corporation
P. O. Box 771
Athens, Georgia

10/17/73 Inception (Mo. Day Yr.) 10/17/74 Expiration (Mo. Day Yr.) 1 Years

It is important that the written portions of all policies covering the same property read exactly alike. If they do not, they should be made uniform at once.

INSURANCE IS PROVIDED AGAINST ONLY THOSE PERILS AND FOR ONLY THOSE COVERAGES INDICATED BELOW BY A PREMIUM CHARGE AND AGAINST OTHER PERILS AND FOR OTHER COVERAGES ONLY WHEN ENDORSED HEREON OR ADDED HERETO.

AMOUNT	RATE	PREPAID TERM PREMIUM DUE AT INCEPTION	ANNUAL PAYMENT DUE UNDER DEF. PREM. PAY. PLAN	PERIL(S) Insured Against and Coverage(s) Provided (Insert Name of Each)
$ 199,970.	$	$ Included	$	FIRE AND LIGHTNING
xxxxxxx	$	$ in Master	$	EXTENDED COVERAGE, V&MM
	$	$ Policy	$	
	$	$	$	
$ TOTAL PREMIUM FOR POLICY TERM UNDER D. P. P. P.	TOTAL(S)	$	$	

Item No.	Amount Fire or Fire and Extended Coverage, or Other Peril	Per Cent of Co-Insurance Applicable	DESCRIPTION AND LOCATION OF PROPERTY COVERED Show construction, type of roof and occupancy of building(s) covered or containing the property covered. If occupied as a dwelling state number of families.
1.-	$		As per form attached.

OCT 22 1973

Subject to Form No(s). 80-G1(3-71); 305-G(12-70); C31-1; C47; C48; Special Endorsement 1 **attached hereto.**
INSERT FORM NUMBER(S) AND EDITION DATE(S)

Mortgage Clause: Subject to the provisions of the mortgage clause attached hereto, loss, if any, on building items, shall be payable to:

INSERT NAME(S) OF MORTGAGEE(S) AND MAILING ADDRESS(ES)

Agency at Atlanta, Georgia

Countersignature Date October 19, 1973

CJH/el

Kenneth L. Cook Agent

IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN OR ADDED HERETO AND OF the premium above specified, this Company, for the term of *years specified above* from *inception date shown above* At Noon (Standard Time) to *expiration date shown above* At Noon (Standard Time) at location of property involved, to an amount not exceeding the amount(s) above specified, does insure *the insured named above* and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all **DIRECT LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED,** to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

OTP 14 -X-W

Concealment, fraud. This entire policy shall be void if, whether before or after a loss, the insured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

Uninsurable and excepted property. This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.

Perils not included. This Company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly, by: (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; (i) neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in neighboring premises; (j) nor shall this Company be liable for loss by theft.

Other Insurance. Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.

Conditions suspending or restricting insurance. Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring

(a) while the hazard is increased by any means within the control or knowledge of the insured; or

(b) while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of sixty consecutive days; or

(c) as a result of explosion or riot, unless fire ensue, and in that event for loss by fire only.

Other perils or subjects. Any other peril to be insured against or subject of insurance to be covered in this policy shall be by endorsement in writing hereon or added hereto.

Added provisions. The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.

Waiver provisions. No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.

Cancellation of policy. This policy shall be cancelled at any time at the request of the insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. This policy may be cancelled at any time by this Company by giving to the insured a five days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.

Mortgagee interests and obligations. If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in this policy may be cancelled by giving to such mortgagee a ten days' written notice of cancellation.

If the insured fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this Company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing.

Pro rata liability. This Company shall not be liable for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, whether collectible or not.

Requirements in case loss occurs. The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; **and within sixty days after the loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss,** signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.

Appraisal. In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then, on request of the insured or this Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

Company's options. It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed or damaged with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within thirty days after the receipt of the proof of loss herein required.

Abandonment. There can be no abandonment to this Company of any property.

When loss payable. The amount of loss for which this Company may be liable shall be payable sixty days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an award as herein provided.

Suit. No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within twelve months next after inception of the loss.

Subrogation. This Company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company.

STATE EXCEPTIONS

KANSAS: The words "demand and" in line 58 and "on demand" in lines 65 and 67 are deleted. The words "twelve months" in line 161 are changed to "sixty months".
MAINE: The words "five days'" in line 62 are changed to "ten days'." The words "twelve months" in line 161 are changed to "two years".
NORTH DAKOTA: The words "twelve months" in line 161 are changed to "thirty-six months".
WISCONSIN: The words "five days'" in line 62 are changed to "ten days'."

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at the agency hereinbefore mentioned.

Gerald S Church
Secretary.

Graves D. Hewitt
President.

SPECIAL ENDORSEMENT NO. 1

Name of Insured: Terry Development Corporation
Effective Date of this Endorsement: October 17, 1973
Policy 706634 (number) of FIRST STATE INSURANCE COMPANY (insurance company)

It is understood and agreed that this policy will not be cancelled or materially altered except after ten (10) days written notice is received by the owner.

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

Date of Issue October 19, 1973
CJH/el

Authorized Representative

VANDALISM AND MALICIOUS MISCHIEF ENDORSEMENT—2% DEDUCTIBLE

(For Use Only With the Extended Coverage Endorsement)

In consideration of the premium for this coverage, and subject to the provisions of this policy and the Extended Coverage Endorsement attached thereto, except as modified herein, the coverage under said Extended Coverage Endorsement is extended to include direct loss by Vandalism and Malicious Mischief.

DEDUCTIBLE: With respect only to the peril insured against under this endorsement, 2% of the amount of insurance, but not less than $250. nor more than $2,500., shall be deducted from the amount which would otherwise be recoverable for each loss separately occurring to the property covered hereunder. This deductible shall apply separately to each building (or structure) including its contents; separately to contents in each building (or structure) if such building (or structure) is not covered hereunder; and separately to all personal property in the open.

This Deductible shall not apply to insurance covering Business Interruption, Tuition Fees, Extra Expense, Additional Living Expense, Rental Value or Leasehold Interest.

PROVISIONS APPLICABLE ONLY TO VANDALISM AND MALICIOUS MISCHIEF: The terms "vandalism" and "malicious mischief" as used in this endorsement mean only willful and malicious damage to or destruction of the property covered hereunder.

1. This Company shall not be liable for loss if the described building(s) had been vacant or unoccupied beyond a period of thirty (30) consecutive days immediately preceding the loss, whether or not such period commenced prior to the inception date of this endorsement; but a building in process of construction shall not be deemed vacant or unoccupied, nor shall the unoccupancy provision of this endorsement be applicable to private dwelling property.

Definitions:

Vacant—Containing no contents pertaining to operations or activities customary to occupancy of the building.

Unoccupied—Containing contents pertaining to occupancy of the building while operations or other customary activities are suspended.

A suspension of operations or period of inactivity during part of each year which is usual and incidental to the described occupancy of the building shall not be deemed unoccupancy.

2. This Company shall not be liable for loss—

(a) to glass (other than glass building blocks) constituting part of a building, structure or an outside sign;

(b) by pilferage, theft, burglary or larceny, except that this Company shall be liable for willful damage to the building(s) covered hereunder caused by burglars;

(c) by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the Insured; or by rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown;

(d) from depreciation, delay, deterioration or loss of market; nor, unless specifically endorsed hereon, for any loss resulting from change in temperature or humidity.

Nuclear Exclusion: Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, is not insured against by this endorsement, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by vandalism and malicious mischief.

CAUTION

WHEN THIS ENDORSEMENT IS ATTACHED TO ONE FIRE POLICY, THE INSURED SHOULD SECURE LIKE COVERAGE ON ALL FIRE POLICIES COVERING THE SAME PROPERTY.

NOTE: This endorsement shall NOT be used for covering dwelling or farm properties.

No. 305-G (12-70) (Ga.)

No. 80-G1

Georgia

(Edition 3-71)

BUILDERS' RISK COMPLETED VALUE FORM

Insurance attaches only to those items specifically described below and for which an amount of insurance is shown, and, unless otherwise provided, all conditions of this form and the provisions of the policy to which it is attached shall apply separately to each item covered.

ITEM I—BUILDING OR STRUCTURE

A. Item I, being for the Provisional Amount of $ 199,970. (being 100 % of the total amount of contributing insurance), covers on the renovation of NC-I Building with approved
(No. of Stories, Construction and Roof Covering)
roof building or structure, while in the course of construction, including foundations, additions, attachments, and all fixtures, machinery and equipment belonging to and constituting a permanent part of said building or structure, to be occupied as Costa House and situated Washington Street,
(Street and Number, or Legal Location)
City or Town of Athens, GEORGIA.

B. Item I also covers temporary structures, materials and supplies of all kinds, owned by the named Insured, to be used in the construction of said building or structure; only while on the described premises or within 100 feet thereof.

C. Item I shall also provide, at the option of the named Insured and as an additional amount of insurance, up to 2% of the amount of insurance applicable under Item I, but not exceeding this policy's proportion of $2,000, to cover, for the account of the owner(s) thereof (other than the named Insured), similar materials and supplies, being personal property, belonging to others while in the care, custody or control of the named Insured and only while on the described premises or within 100 feet thereof.

(1) Loss shall be adjusted with the named Insured for the account of the owner(s) of said property, except that the right to adjust such loss with said owner(s) is reserved to this Company and the receipt(s) of the owner(s) in satisfaction thereof shall be in full satisfaction of any claim by the named Insured for which such payment(s) has been made. This extension of coverage shall not inure to the benefit otherwise of the named Insured nor to the benefit of any carrier or other bailee.

(2) The provisions of the Amount of Insurance Clause made a part of Item I shall not apply to this extension of coverage, and when applying said clause to property owned by the named Insured, the value of such personal property of others shall not be considered in the determination of actual value.

(3) If the named Insured elects to apply this optional extension of coverage, this Company shall not be liable for a greater proportion of any loss than would have been the case if all fire insurance policies covering the described property owned by the named Insured had contained an identical optional extension of coverage and the same election were made under all such policies.

D. **Occupancy Clause:** It is a condition of the insurance under Item I that the said building or structure shall not be occupied without obtaining the consent of this Company endorsed hereon with proper rate adjustment; except that machinery may be set up and operated solely for the purpose of testing the same without prejudice to this policy. As respects any dwelling building intended for occupancy by not more than 4 families or appurtenant private structure covered under this item, permission is granted for dwelling occupancy for a period not exceeding 90 consecutive days.

E. **Amount of Insurance Clause:** The amount of insurance stated in Item I is provisional. It is a condition of this insurance, wherein the rate and premium are based on an average amount of liability during the period of construction, that at any date while this policy is in force, the actual amount of insurance hereunder is that proportion of the provisional amount that the actual value of the described property bears to the value at the date of completion, but shall not in any case exceed the provisional amount.

In consideration of the reduced rate at which the insurance under Item I is written, it is a condition of this insurance that in the event of loss, this Company shall be liable for no greater proportion thereof than the provisional amount of insurance under Item I bears to the full value of the described property at date of completion.

ITEM II—BUILDERS' MACHINERY AND EQUIPMENT

A. Item II, being for the Amount of $ _____, covers on builders' machinery, tools and equipment, owned by the named Insured (except vehicles licensed for highway use, aircraft or watercraft); only while on the premises described under Item I above or within 100 feet thereof.

B. **Coinsurance Clause:** This Company shall not be liable under Item II for a greater proportion of any loss or damage to the property described under Item II than the sum hereby insured bears to _____ % of the actual cash value of said property at the time such
(Minimum 80%)
loss shall happen, nor for more than the proportion which the insurance under Item II bears to the total insurance thereon.

In the event that the aggregate claim for any loss is both less than $10,000. and less than 5% of the total amount of insurance upon the property described under Item II at the time such loss occurs, no special inventory or appraisement of the undamaged property shall be required, provided, however, that nothing herein shall be construed to waive application of the first paragraph of this clause.

PROVISIONS APPLICABLE TO ITEMS I and II

A. **Debris Removal Clause:** This insurance covers expense incurred in the removal of debris of the property covered hereunder, which may be occasioned by loss caused by any of the perils insured against in this policy.

The total liability under this policy for both loss to property and debris removal expense shall not exceed the amount of insurance applying under this policy to the property covered at the time of loss.

This Company shall not be liable for a greater proportion of such debris removal expense than the amount of insurance under this policy bears to the whole amount of insurance covering the property against the peril causing the loss, whether or not such other insurance covers such expense.

Debris removal expense shall not be considered in the determination of actual cash value in the application of any clause forming a part of this policy.

B. **Loss Clause:** Any loss hereunder shall not reduce the amount of this policy.

C. **This Company Shall Not Be Liable:**

(1) For loss caused by or resulting from power, heating or cooling failure, unless such failure results from physical damage to power, heating or cooling equipment situated on premises where the property covered is located, caused by the peril(s) insured against; nor shall this Company be liable for any loss specifically excluded under (a) the riot provisions of the Extended Coverage Endorsement, or (b) the Vandalism and Malicious Mischief Endorsement.

(2) For any loss resulting from any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated unless fire ensues and, if fire does ensue, this Company shall be liable only for its proportion of loss caused by such ensuing fire.

(3) For loss occasioned directly or indirectly by enforcement of any local or state ordinance or law regulating the construction, repair or demolition of building(s) or structure(s), unless such liability is otherwise specifically assumed by endorsement hereon.

(4) For the Insured's interest in any property which is more specifically covered by other insurance, except for any uninsured excess thereof.

D. **Liberalization Clause:** If during the period that insurance is in force under this policy, or within 45 days prior to the inception date thereof, on behalf of this Company there be adopted, or filed with and approved or accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the Insured hereunder as though such endorsement or substitution of form had been made.

E. **Nuclear Clause:** The word "fire" in this policy or endorsements attached hereto is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy or said endorsements, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this policy or said endorsements; however, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

(CONTINUED ON THE BACK HEREOF)

NOTE TO AGENTS: The Provisional Amount of Insurance to be inserted at top of form shall be not less than this Company's proportion of the full contract value, less permissive exclusions.

No. 80-G1 (3-71) (Ga.)

F. Pro Rata Clause: If this policy covers on two or more items for which amounts are shown, the amount of this policy applies to each item in the proportion that the amount shown for each item bears to the sum of all items.

G. Subrogation Clause: This insurance shall not be invalidated should the Insured waive in writing prior to a loss any or all rights of recovery against any party for loss occurring to the property described herein.

H. Mortgagee Clause (This entire clause is void unless name of mortgagee or trustee is inserted on the first page of this policy in space provided under this caption)—Loss, if any on the item(s) subject to this clause as specified on the first page of this policy, shall be payable to the mortgagee (or trustee) as provided herein, as interest may appear, and this insurance, as to the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy Provided, That in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee (or trustee) shall, on demand, pay the same.

Provided also, That the mortgagee (or trustee) shall notify this Company of any change of ownership or occupancy or increase of hazard, which shall come to the knowledge of said mortgagee (or trustee) and, unless permitted by this policy, it shall be noted thereon, and the mortgagee (or trustee) shall, on demand pay the premium for such increased hazard for the term of the use thereof; otherwise, this policy shall be null and void.

This Company reserves the right to cancel this policy at any time as provided by its terms, but, in such case this policy shall continue in force for the benefit only of the mortgagee (or trustee) for ten days after notice to the mortgagee (or trustee) of such cancellation, and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

Whenever this Company shall pay the mortgagee (or trustee) any sum for loss under this policy and shall claim that, as to the mortgagor or owners, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payments shall be made, under all securities held as collateral to the mortgage debt, or may at its option pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of his, her or their claim.

EXTENDED COVERAGE—$100 DEDUCTIBLE

Applies only in consideration of Additional Premium shown on the first page of this policy.

In consideration of the premium for this coverage, and subject to the provisions herein and in the policy to which this Extended Coverage is attached including endorsements thereon, THIS POLICY IS EXTENDED TO INSURE AGAINST DIRECT LOSS BY WINDSTORM, HAIL, EXPLOSION, RIOT, RIOT ATTENDING A STRIKE, CIVIL COMMOTION, AIRCRAFT, VEHICLES, AND SMOKE, EXCEPT AS HEREINAFTER PROVIDED.

Deductible: With respect to the perils insured against by this Extended Coverage, the sum of $100 shall be deducted from the amount which would otherwise be recoverable for each loss separately occurring to property covered hereunder. This deductible shall apply separately to each building (or structure) including its contents; separately to contents in each building (or structure) if such building (or structure) is not covered hereunder; and separately to all personal property in the open.

This Deductible shall not apply to insurance covering Business Interruption, Tuition Fees, Extra Expense, Additional Living Expense, Rent or Rental Value or Leasehold Interest.

Provisions Applicable Only to Windstorm and Hail: This Company shall not be liable for loss caused directly or indirectly by frost or cold weather, or ice (other than hail), snow or sleet, whether driven by wind or not.

This Company shall not be liable for loss to the interior of the building(s) or the property covered therein caused: (a) by rain, snow, sand or dust, whether driven by wind or not, unless the building(s) covered or containing the property covered shall first sustain an actual damage to roof or walls by the direct action of wind or hail and then shall be liable for loss to the interior of the building(s) or the property covered therein as may be caused by rain, snow, sand or dust entering the building(s) through openings in the roof or walls made by direct action of wind or hail; or (b) by water from sprinkler equipment or from other piping, unless such equipment or piping be damaged as a direct result of wind or hail.

Unless liability therefor is assumed by specific item(s), this Company shall not be liable for damage to the following property: (a) Windmills, wind pumps or their towers; (b) Crop silos or their contents; (c) Metal smokestacks; or (d) When outside of buildings, (1) Grain, hay, straw or other crops, (2) Lawns, trees, shrubs or plants, (3) Fabric awnings or canopies, including their supports, (4) Signs or radio or television antennas, including their lead-in wiring, masts or towers.

Provisions Applicable Only to Explosion: Loss by explosion shall include direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom.

This Company shall not be liable for loss by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the Insured.

The following are not explosions within the intent or meaning of these provisions: (a) shock waves caused by aircraft, generally known as "sonic boom"; (b) electric arcing; (c) rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown; (d) water hammer; (e) rupture or bursting of water pipes; (f) rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; (g) rupture, bursting or operation of pressure relief devices.

Any other explosion clause made a part of this policy is superseded by this Extended Coverage.

Provisions Applicable Only to Riot, Riot Attending a Strike and Civil Commotion: Loss by riot, riot attending a strike or civil commotion shall include direct loss by acts of striking employees of the owner or tenant(s) of the described building(s) while occupied by said striking employees and shall also include direct loss from pillage and looting occurring during and at the immediate place of a riot, riot attending a strike or civil commotion. Unless specifically endorsed hereon, this Company shall not be liable for loss resulting from damage to or destruction of the described property due to change in temperature or humidity or interruption of operations whether or not such loss is covered by this policy as to other perils.

Provisions Applicable Only to Loss by Aircraft and Vehicles: The term "vehicles," as used in this Extended Coverage, means vehicles running on land or tracks but not aircraft. The term "aircraft," as used in this Extended Coverage, shall include self-propelled missiles and spacecraft. Loss by aircraft or by vehicles shall include only direct loss resulting from actual physical contact of an aircraft or a vehicle with the property covered hereunder or with the building(s) containing the property covered hereunder, except that loss by aircraft includes direct loss by objects falling therefrom. This Company shall not be liable for loss: (a) by any vehicle owned or operated by an Insured or by any tenant of the described premises; (b) by any vehicle to fences, driveways, walks, or when outside of buildings, to lawns, trees, shrubs or plants; (c) to any aircraft or vehicle including contents thereof other than stocks of aircraft or vehicles in process of manufacture or for sale.

Provisions Applicable Only to Smoke: The term "smoke" as used in this Extended Coverage means only smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by a smoke pipe or vent pipe, and while in or on the described premises but not smoke from fireplaces or industrial apparatus.

Nuclear Exclusion: Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, is not insured against by this Extended Coverage, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles or smoke; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke."

War Risk Exclusion: This Company shall not be liable for loss caused directly or indirectly by (a) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (1) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (2) by military, naval or air forces; or (3) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces; (b) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.

Water Exclusion: This Company shall not be liable for loss caused by, resulting from, contributed to or aggravated by any of the following: (a) flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not; (b) water which backs up through sewers or drains; (c) water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors; unless loss by explosion as insured against hereunder ensues, and then this Company shall be liable for only such ensuing loss.

Other Provisions: A claim for loss by any peril insured against by this Extended Coverage shall not be barred because of change of occupancy, nor because of vacancy or unoccupancy.

This Extended Coverage does not increase the amount(s) of insurance provided in this policy.

If this policy covers on two or more items, the provisions of this Extended Coverage shall apply to each item separately.

Apportionment: This Company shall not be liable for a greater proportion of any loss less the amount of deductible, if any, from any peril or perils included in this Extended Coverage than (1) the amount of insurance under this policy bears to the whole amount of fire insurance covering the property, or which would have covered the property except for the existence of this insurance, whether collectible or not, and whether or not such other fire insurance covers against the additional peril or perils insured against hereunder, nor (2) for a greater proportion of any loss less the amount of deductible, if any, than the amount hereby insured bears to all insurance whether collectible or not, covering in any manner such loss, or which would have covered such loss except for the existence of this insurance; except if any type of insurance other than fire extended to cover additional perils or windstorm insurance applies to any loss to which this insurance also applies, or would have applied to any such loss except for the existence of this insurance, the limits of liability of each type of insurance for such loss, hereby designated as "joint loss," shall first be determined as if it were the only insurance, and this type of insurance shall be liable for no greater proportion of joint loss than the limit of its liability for such loss bears to the sum of all such limits. The liability of this Company (under this Extended Coverage) for such joint loss shall be limited to its proportionate part of the aggregate limit of this and all other insurance of the same type. The words "joint loss," as used in the foregoing, mean that portion of the loss in excess of the highest deductible, if any, to which this Extended Coverage and other types of insurance above referred to both apply.

Provisions Applicable Only When This Extended Coverage is Attached to a Policy Covering Business Interruption, Tuition Fees, Extra Expense, Additional Living Expense, Rent or Rental Value, Leasehold Interest or Other Consequential Loss: The term "direct," as applied to loss, means loss, as limited and conditioned in such policy, resulting from direct loss to described property from the peril(s) insured against; and while the business of the owner or tenant(s) of the described building(s) is interrupted by a strike at the described location, this Company shall not be liable for any loss due to interference by any person(s) with rebuilding, repairing or replacing the property damaged or destroyed or with the resumption or continuation of business.

CAUTION—WHEN THIS EXTENDED COVERAGE IS PURCHASED WITH ONE POLICY, THE INSURED SHOULD SECURE LIKE COVERAGE ON ALL FIRE POLICIES COVERING THE SAME PROPERTY.

(80-G1)

Salvage and Recovery Clause:

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

This endorsement to take effect on the 17th day of October, 19 73.
All other items and conditions remain unchanged.

Attached to and forming part of Policy No. 706634 of FIRST STATE INSURANCE COMPANY.

Issued to: Terry Development Corporation

C-31-1

This policy is issued by this Company and accepted by this insured with the understanding that any reinsurance hereof in or with insurers that are not admitted to do business in at least one sovereign state in the United States of America is secured for the benefit and/or the convenience of the insured, and, it is therefore agreed that this Company shall not be liable to this insured for any payment for loss or damage due from any such reinsured portion unless or until and as such reinsurance shall have been paid to this Company.

A list of this Company's reinsurers, if any, will be furnished from time to time upon request or may be appended voluntarily by the Company.